HOLLY L. WOLCOTT CITY CLERK -----SHANNON D. HOPPES EXECUTIVE OFFICER

City of Los Angeles



ERIC GARCETTI MAYOR OFFICE OF THE CITY CERK

Neighborhood and Business Improvement District Division 200 N. Spring Street, Room 224 Los Angeles, CA. 90012 (213) 978-1099 FAX: (213) 978-1130

MIRANDA PASTER DIVISION MANAGER

clerk.lacity.org

Council Districts 11

October 27, 2016 Honorable Members of the City Council City Hall, Room 395 200 North Spring Street Los Angeles, California 90012

REGARDING:

THE PACIFIC PALISADES BUSINESS IMPROVEMENT DISTRICT (PROPERTY BASED) BUSINESS IMPROVEMENT DISTRICT'S 2017 FISCAL YEAR ANNUAL PLANNING REPORT

Honorable Members:

The Office of the City Clerk has received the Annual Planning Report for the Pacific Palisades Business Improvement District Business Improvement District's ("District") 2017 fiscal year (CF 15-0460). The owners' association of the District has caused to be prepared the Annual Planning Report for City Council's consideration. In accordance with Section 36600 et seq. of the California Streets and Highways Code ("State Law"), an Annual Planning Report for the District must be submitted for approval by the City Council. The Pacific Palisades Business Improvement District Business Improvement District's Annual Planning Report for the 2017 fiscal year is presented with this transmittal for City Council's consideration as "Attachment 1."

BACKGROUND

The Pacific Palisades Business Improvement District Business Improvement District was established on June 24, 2015 by and through the City Council's adoption of Ordinance No. 183740 which confirmed the assessments to be levied upon properties within the District, as described in the District's Management District Plan. The Council established the District pursuant to State Law.

ANNUAL PLANNING REPORT REQUIREMENTS

The State Law requires that the District's owners' association shall cause to be prepared, for City Council's consideration, an Annual Planning Report for each fiscal year for which assessments are to be levied and collected to pay for the costs of the planned District improvements and activities. The Annual Planning Report shall be filed with the City Clerk and shall refer to the district by name, specify the fiscal year to which the report applies, and,

with respect to that fiscal year, shall contain all of the following: any proposed changes in the boundaries of the district or in any benefit zones within the district; the improvements and activities to be provided for that fiscal year; an estimate of the cost of providing the improvements and activities for that fiscal year; the method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year; the amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and the amount of an contributions to be made from sources other than assessments levied.

The District's total budget has increased due to a rollover of unspent funds from the previous BID year as described in the Annual Planning Report. The increased funding has not changed the description of the budget categories approved in the Management District Plan and the City Clerk does not recognize any adverse impacts to the special benefits received by property owners due to this action.

The attached Annual Planning Report, which was approved by the District's Board at their meeting on October 31, 2016, complies with the requirements of the State Law and reports that programs will continue, as outlined in the Management District Plan adopted by the District property owners. The City Council may approve the Annual Planning Report as filed by the District's owners' association or may modify any particulars contained in the Annual Planning Report, in accordance with State Law, and approve it as modified.

FISCAL IMPACT

There is no impact to the General Fund associated with this action.

RECOMMENDATIONS

That the City Council:

- 1. FIND that the attached Annual Planning Report for the Pacific Palisades Business Improvement District Business Improvement District's 2017 fiscal year complies with the requirements of the State Law
- 2. FIND the the increase in the 2017 budget concurs with the intentions of the Pacific Palisades Business Improvement District Business Improvement District's Management District Plan and does not adversely impact the benefits received by assessed property owners.
- 3. ADOPT the attached Annual Planning Report for the Pacific Palisades Business Improvement District Business Improvement District's 2017 fiscal year, pursuant to the State Law.

Sincerely,

Shannon D. Hoppes Executive Officer

Summe Denne Hygne

Attachment:

Pacific Palisades Business Improvement District Business Improvement District's 2017 Fiscal Year Annual Planning Report

November 5, 2016

Holly L. Wolcott, City Clerk Office of the City Clerk 200 North Spring Street, Room 224 Los Angeles, CA. 90012

Subject: Pacific Palisades Business Improvement District PBID 2017 Annual Planning Report

Dear Ms. Wolcott:

As required by the Property and Business Improvement District Law of 1994, California Streets and Highways Code Section 36650, the Board of Directors of the Pacific Palisades Business Improvement District Business Improvement District has caused this Pacific Palisades Business Improvement District Business Improvement District Annual Planning Report to be prepared at its meeting on October 5, 2016.

This report covers proposed activities of the Pacific Palisades Business Improvement District BID from January 1, 2017 through December 31, 2017.

Sincerely,

Laurie Sale BID Director

Laurie Sale

Pacific Palisades Business Improvement District Business Improvement District

2017 Annual Planning Report

District Name

This report is for the Pacific Palisades Business Improvement District (District). The District is operated by the Pacific Palisades Business Improvement District Incorporated, a California non-profit corporation.

Fiscal Year of Report

The report applies to the 2017 Fiscal Year. The District Board of Directors approved the 2017 Annual Planning Report at the October 5, 2016 Board of Director's meeting.

Boundaries

There are no changes to the District boundaries for 2017.

Benefit Zones

There are no changes to the District's benefit zone(s) for 2017.

2017 IMPROVEMENTS, ACTIVITIES AND SERVICES

CLEAN and BEAUTIFUL: \$133,000.00 (64.72%)

In order to consistently deal with cleaning issues, a Clean and Beautiful Program is provided. A multi-dimensional approach has been developed consisting of the following elements. The clean team will only provide service to assessed properties within District boundaries. The special benefit to assessed parcels from these services is an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity and an increase in customers. Private sector contributions of \$25,000 used to fund BID establishment will be reimbursed during years one and two only and are included in the Clean and Beautiful program budget. In years three through five, these funds will be used to expand the clean and beautiful budget. The special benefit to the mix of retail, education, parking, office and public parcels that make up the assessed parcels from reimbursing the establishment funds is the establishment of the District and the Districts ability to provide clean and beautiful programs which lead to an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity and an increase in customers.

Sidewalk Cleaning: Uniformed, radio equipped personnel sweep litter, debris and refuse from sidewalks and gutters of the District. District personnel will pressure wash the sidewalks. Clean sidewalks support an increase in commerce and provides a special benefit to each individually assessed parcel in the district.

Trash Collection: Collector truck personnel collect trash from sidewalk trash receptacles as needed. District trucks are often called to dispose of illegal food vendors' inventory. They are also dispatched to collect stolen shopping carts and large bulky items illegally dumped in the District.

Graffiti Removal: District personnel remove graffiti by painting, using solvent and pressure washing. The District maintains a zero tolerance graffiti policy. An effort is made to remove all tags within 24 hours on weekdays.

Landscape Maintenance/Tree Lighting: Landscape maintenance and street tree trimming are important programs that work to attract increased customers to the District. Landscape maintenance includes maintaining tree wells and weed abatement. A tree lighting program on existing street trees in the public right-of-way also increases the uniqueness of the District and increases the overall lighting within the District which works to attract more customers to the District. A well lit and well landscaped district supports an increase in commerce and provides a special benefit to each individually assessed parcel in the district.

COMMUNICATION/MARKETING: \$29,000.00 (14.11%)

It is important to not only provide the services needed in the District, but to tell the story of improvement in the District. The special benefit to District individual assessed parcels from these services is a likelihood of increased commercial activity which directly relates to increases in lease rates and enhanced commerce. For example, a Pacific Palisades BID website will specially benefit individual assessed parcels by providing resources, such as a searchable business directory, to property and business owners. Private sector contributions used to fund BID establishment will be reimbursed during years one and two only. In years three through five these funds will be used to expand the communication and marketing budget. The special benefit to assessed parcels from reimbursing the establishment funds is the establishment of the District and the Districts ability to provide communication and marketing programs which lead to an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity and an increase in customers. Some of the communication/image programs being considered are:

- Quarterly Newsletter
- Pacific Palisades BID Website
- Social Media
- Customer Recruitment
- Pedestrian Use Improvement

MANAGEMENT/SLOW PAY/CITY FEES: \$43,509.58 (21.17%)

The improvements and activities are managed by a part time staff that requires centralized administrative support. Management staff oversees the District's services. Management staff actively works on behalf of the District parcels to insure that City and County services and policies support the District. Future costs to renew the District, conduct a yearly financial review as well as City fees, uncollectible assessments and depreciation are included in this

budget item. Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. The special benefit to assessed parcels from these services is an effective and efficient delivery of District services because of management staff oversight, an increased transparency of District programs and financial transactions which will be available to parcel owners in the newsletter and on the web site, an increased likelihood of improved lease rates and tenant occupancy because of an increase in commercial activity, and an increase in customers in part due to the work of the management staff as stated above.

Total Estimate of Cost for 2017

A breakdown of the total estimated 2017 budget is attached to this report as **Appendix A.**

Method and Basis of Levying the Assessment

The Method and Basis for levying the 2017 assessment remains the same as listed in the Management District Plan. The District's assessment formula is based upon an allocation of program costs and a calculation of assessable street front footage, building square footage and lot square footage. The Board voted no CPI increase for 2017

Pacific Palisades 2017 assessment rates CPI Increase (up to 3% Max). For 2017: 0% Asmt Year: 2017 Non LAUSD/LA DWP Parcels Front Footage \$3.899 Building Sqft \$0.063 Lot Sqft \$0.039

LAUSD/LA DWP Parcels Front Footage \$3.268 Building Sqft \$0.054 Lot Sqft \$0.033

(There is No CPI increase for 2017)

Surplus Revenues: \$65,000.00

We did not spend all of our 2016 budget, because as a new BID, we were not able to get many of the services started on time. Additionally, we have had a hard time doing our work, because of the major construction and renovation in a large part of the district. In 2017, we plan to work on tree trimming, additional power washing and perhaps another Chyrsalis employee. We will be using more money for bookkeeping, social media assistance, and will raise the executive director's salary. We have found out that the amount of work needed for

these tasks, was more than we had originally planned on, and will make those financial changes in 2017.

Anticipated Deficit Revenues

There are no deficit revenues that will be carried over to 2017.

Contribution from Sources other than assessments: \$1,000.00

Possibly a donation from one of the board members for special projects

APPENDIX A-TOTAL ESTIMATED REVENUES/EXPENDITURES FOR THE Pacific Palisades Business Improvement District BID- FY 2017

2017 Assessments	\$140,509.58	
Estimated Carryover from 2016	\$65,000.00	
Other Income	\$0.00	
Total Estimated Revenues	\$205,509.58	
2017 Estimated Expenditures		Pct.
CLEAN and BEAUTIFUL	\$133,000.00	64.72%
COMMUNICATION/MARKETING	\$29,000.00	14.11%
MANAGEMENT/SLOW PAY/CITY FEES	\$43,509.58	21.17%
Total Estimated Expenditures	\$205,509.58	100%

2015-2016 1st Secured Pacific Palisades

		CV	10	978
AU	CIV	LI	TO	7/0

PARCEL	TAX LEVIED	TAX PAID	PARCEL	TAX LEVIED	TAX PAID
4411001016	1,799.47	899.73	4411001017	1,313.86	656.93
4411001018	1,393.54	696.77	4411001019	5,023.27	2,511.63
4411001020	2,283.04	1,141.52	4412001014	1,605.62	802.81
4412001017	8,996.86	4,498.43	4412002008	641.97	320.98
4412002009	492.36	246.18	4412002010	1,520.83	760.41
4412002011	1,763.65	881.82	4412002012	5,158.09	2,579.04
4412002015	1,589.64	1,589.64	4412002016	6,057.21	3,028.60
4412002017	632.20	316.10	4412002018	2,879.15	1,439.57
4412002023	3,730.97	1,865.48	4412002026	1,995.73	1,995.73
4412003003	722.55	722.55	4412003004	871.92	435.96
4412003005	692.45	346.22	4412003006	2,153.24	1,076.62
4412003007	804.31	402.15	4412003008	465.55	465.55
4412003009	3,159.27	1,579.63	4412004015	1,296.74	648.37
4412004016	680.64	340.32	4412004017	827.11	827.11
4412004018	819.53	409.76	4412004019	732.86	366.43
4412004020	818.01	818.01	4412004021	737.10	368.55
4412004022	1,005.12	-	4412004023	984.89	492.44
4412004024	683.36	341.68	4412004025	719.52	359.76
4412009011	1,083.58	541.79	4412009012	4,431.94	4,431.94
4412009014	8,535.29	4,267.64	4422022005	1,624.67	1,624.67
4422022015	3,024.94	1,512.47	4422022016	1,280.80	640.40
4423016001	552.57	276.28	4423016002	628.55	628.55
4423016003	494.70	494.70	4423016004	1,449.43	724.71
4423016005	1,380.61	1,380.61	4423016006	399.24	199.62
4423016007	1,286.34	643.17	4423016008	714.49	357.24
4423016009	509.29	254.64	4423016010	319.73	159.86
4423016011	849.52	430.76	4423016012	896.85	448.42
4423016017	828.08	414.04	4423016018	607.78	607.78
4423016019	750.63	375.31	4423016020	831.34	415.67
4423016021	1,296.63	648.31	4423016022	881.03	440.51
4423016023	2,710.02	1,355.01	4423016024	964.23	482.11
4423016025	3,131.75	1,565.87	4423016073	2,066.84	1,033.42
4423017003	714.29	357.14	4423017004	699.50	349.75
4423017005	588.87	294.43	4423017006	566.23	283.11
4423017008	449.05	224.52	4423017009	3,776.52	1,888.26
4423017023	975.75	487.87	4423017024	1,908.78	1,908.78
4423017026	1,723.30	1,723.30	9020100001	3,075.76	1,537.88
	62,952.18	34,343.85		62,108.37	37,299.17

\

AGENCY TOTAL 125,060.55 71,643.02 PARCEL COUNT 74

Holly Wolcott City Clerk Office of the City Clerk 200 North Spring Street Room 224 Los Angeles, CA 90012 April 30, 2016

RE: 1st Quarter Report - January 1, 2016- April 30, 2016

Dear Ms. Wolcott,

On behalf of the Board of Pacific Palisades Business Improvement District, I would like to present the first quarter report and financial expenditures as required by the Administration Agreement between the City of Los Angeles and the BID management company for the City Business Improvement District.

1st QUARTER ACTIVITIES FOR PACIFIC PALISADES BID

- 1) Clean and Beautiful: The maintenance for this quarter resulted in getting three bids from different companies to do sidewalk power-washing in the district. The contract has been signed, and the work will be completed by the first week in May, 2016. We have contracted with Chrysalis to be our "clean team", and are sharing the monthly expense with our local Chamber of Commerce. The Chrysalis team of three, works two days a week, and has been doing a great job. They empty trash cans, replace liners, remove weeds on the sidewalks, remove graffiti, sweep, and during the first quarter, have collected over 570 bags of trash and removed over 25 graffiti tags.
- **2) Communication & Marketing**: We hired a designer to create a logo and business cards, which we are now using. That same designer is working with us to develop a website for the BID. We are still in the organizational stage, but hope to have it up and running before the end of May, 2016.
- **3) Management & Administration**: We have hired a bookkeeper to pay our bills and do our reports. We are also looking into hiring a CPA to create a formal Financial Statement and all official financial documents. We are interviewing people now.
- **4) Contingency:** The contingency amounts from this quarter will be used to help refund "loans" made to the BID, prior to its establishment. The loans are to be repaid within the first two years of the BID, and the board decided to refund all but \$5,000 at this time. We will pay out \$3000 in the 2nd Quarter. The rest of the money will come from some monies to be secured from CD11 Funds, which will be given to the BID in the near future, and the rest from our normal funds.

•		

1st QUARTER FINANCIALS Budget Category	Annual Budget	1st Quarter Amount Spent	Y-T-D Amount Spent	Projected 2nd Qtr Spending
Clean and Beautiful	\$92,000	\$ 2977.	\$ 2977.	\$ 9000
Communication & Marketing	\$20,000	\$ 160	\$ 160	\$ 900
Management Fees	\$30,000	\$ 3152.	\$ 3152.	\$ 7,000
Contingency/ Slow Pay/City Fee				?
TOTAL	\$142,000	\$ 6289	\$ 6289	\$ 16,900

Sincerely,

LAURIE SALE

Executive Director,

Pacific Palisades Business Improvement District

PO Box 1792

Pacific Palisades, CA 90272

laurie@palisadesbid.org



P.O. Box 1792, Pacific Palisades, California 90272

(424) 256-5733

Holly Wolcott , City Clerk Office of the City Clerk 200 North Spring Street , Room 224 Los Angeles, CA 90012

July 31, 2016

RE: 2nd Quarter Report - April 1, 2016- June 30, 2016

Dear Ms. Wolcott,

On behalf of the Board of Pacific Palisades Business Improvement District, I would like to present the second quarter report and financial expenditures as required by the Administration Agreement between the City of Los Angeles and the BID management company for the City Business Improvement District.

2nd QUARTER ACTIVITIES FOR PACIFIC PALISADES BID

1) Clean and Beautiful: The maintenance for this quarter resulted in Chrysalis being an amazing vendor/partner for us. Their team has been around on Monday's and Fridays. They are diligent and have kept the BID district very clean, including the amazing job they did of cleaning up after the annual 4th of July Parade.

YEAR TO DATE:	
BAGS OF TRASH	2076
POUNDS OF TRASH	47748
GRAFFITI TAGS REMOVED	45
BULK ITEMS PICKED UP	57

- 2) Communication & Marketing: We are working on project ideas for the BID to do for the rest of this fiscal year. Our website is nearing completion and we now have a Facebook page. Our web developer has taken photos and we are securing copy/content for the website.
- 3) Management & Administration: Our bookkeeper and treasurer have been diligent in making sure we pay our bills on time and stay within out budget. We continue to look into hiring a CPA to create our year end formal Financial Statement and all official financial documents. We have interviewed a couple and will be making a final decision soon.
- **4) Contingency:** The contingency amounts from the last quarter were used refund all but one "loan" made to the BID, prior to its establishment. The remaining loan will be paid off in the next fiscal year. Going forward, we expect to be spending money on district projects, which should be approved at the next BID meeting, in August.

2nd QUARTER FINANCIALS Budget Category	Annual Budget	2nd Quarter Amount Spent	Y-T-D Amount Spent	Projected 3rd Qtr Spending
Clean and Beautiful	\$92,000	\$13,933	\$16,910	\$9,000
Communication & Marketing	\$20,000	\$0	\$160	\$900
Management Fees	\$30,000	\$3,232	\$6,384	\$4,000
TOTAL	\$142,000	\$17,165	\$23,454	\$13,900

Sincerely,

LAURIE SALE

Executive Director,
Pacific Palisades Business Improvement District
PO Box 1792
Pacific Palisades, CA 90272
laurie@palisadesbid.org



P.O. Box 1792, Pacific Palisades, California 90272 - (424) 256-5733

Holly Wolcott , City Clerk Office of the City Clerk 200 North Spring Street , Room 224 Los Angeles, CA 90012

Oct. 31, 2016

RE: Third Quarter Report: July 1, 2016- Sept.30, 2016

Dear Ms. Wolcott,

On behalf of the Board of Pacific Palisades Business Improvement District, I would like to present the third quarter report and financial expenditures as required by the Administration Agreement between the City of Los Angeles and the BID management company for the City Business Improvement District.

3rd QUARTER ACTIVITIES FOR PACIFIC PALISADES BID

1) Clean and Beautiful: The maintenance for this quarter resulted in Chrysalis really working hard to keep our district clean. The community is very grateful for their hard work.

YEAR TO DATE:	
BAGS OF TRASH	2,859
POUNDS OF TRASH	65,757
GRAFFITI TAGS REMOVED	55
BULK ITEMS PICKED UP	85

We have signed a yearly contract to power wash our district sidewalks, on a quarterly basis. This time, our cleanup will start on November 1,2016, right after the sticky, gooey Halloween holiday is over.

- **2) Communication & Marketing**: Our webpage is up and running (www.palisadesbid.org). Our Ad Hoc marketing team will install "twinkle lights" in several trees in the district. They are battery operated, and will not incur electrical costs. They will be up before Thanksgiving, and we hope to use them throughout the year. We have printed and are distributing some beautiful in-store posters, that are available to all stores in our district, encouraging people to shop, dine and use the services available in our district.
- **3) Management & Administration**: We have stayed within our budgets, and have collected all available funds. We still have a bit more to collect before the end of the year. We continue to look into hiring a CPA to create our year end formal Financial Statement and all official financial documents. We have interviewed a couple and will be making a final decision in November.
- **4) Contingency:** We will pay off the one remaining loan of \$5000 (from startup amounts). This will leave a zero balance on loans to be repaid, as we promised all those who loaned us money to get started. Going forward, we will be spending money on district projects which were approved by the board.

3rd QUARTER FINANCIALS Budget Category	Annual Budget	3rd Quarter Amount Spent	Y-T-D Amount Spent	Projected 4th Qtr Spending
Clean and Beautiful	\$92,000	\$12,600	\$29,511	\$16,100
Communication & Marketing	\$20,000	\$700	\$1,058	\$3650
Management Fees	\$30,000	\$4,047	\$10,233	\$4,000
Contingency/ Slow Pay/City Fee				\$5000
TOTAL	\$142,000	\$17,348	\$40,802	\$28,750

Sincerely,

LAURIE SALE



Business Improveme

DATE: Thursday, August 04, 2016

TO: Miranda Paster

Neighborhood and Business Improvement District Division

Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

INVOICE NO:

As outlined I Section 5, Disbursements, of the agreement between the City of Los Angeles and the Pacific DESCRIPTION: Palisades BID Management Corporation (PP BID dated January 1, 2016, we are requesting payment of assessment funds in the amount of \$24,077.36 for the period of January 1, 2016 through December 31, 2020 24,047.36

Agency Account Number: County Remittance received on: May 2016 - \$17,413.65 - county remetance reviel 5/24/16

18978 4633.71 SAS CORECTION COVER 3/10/16 & 3/30/16

(Date)

BTRC/VRN is on file, if applicable.

LWO Documents is on file, if applicable. EBQ Documents is on file, if applicable. Approved insurance is on file, if applicable.

All conditions for payment have been met.

Interest

2016 Recovery Cost: Net Installment Due

\$0 PAID

\$24,077.36

I certify that payment requested will be expended in accordance with the provisions of the contract agreement C-126902 and as outlined in the District Management Plan.

Expense Categories for 2016 include:

Clean and Beautiful

\$92,000

Communications and Marketing Management/Slow Pay/City Fees Total Budget for 2016

\$20,000 \$30,000 \$142,000

I certify that I represent the 501c Pacific Palisades Business Improvement District and I am authorized to make this request on behalf of the organization.

Laurie Sale **Executive Director**

REMIT TO:

The payment method is electronic fund transfer and City of Los Angeles has the banking information

CC:

Accounts Payable

Special Assessments Section Administrative Services Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

> (424) 256-5733 P.O. Box 1792, Pacific Palisades, California 90272

BID NAME

BID REPORTING REQUIREMENTS CHEC PACIFIC PALISADES (2016-2020)

	# LOW
	CONTRACT#
CKLISTS ⟨\\	2

C - 126902

	Year '	Year 1 (2016)	Year 2	Year 2 (2017)	Year 3	Year 3 (2018)	Year 4 (2019)	(2019)	Year 5 (2020)	(2020)
	Due	Received	Due	Received	Due	Received	Due	Received	Due	Received
1 st Quarter Report	4/30/16	5/3/16	4/30/17		4/30/18		4/30/19		4/30/20	
2 nd Quarter Report	7/31/16	7/28/16	7/31/17		7/31/18		7/31/19		7/31/20	
3rd Quarter Report	10/31/16		10/31/17		10/31/18		10/31/19		10/31/20	
4th Quarter Report	1/31/17		1/31/18		1/31/19		1/31/20		1/31/21	
Planning Report	12/1/16		12/1/17		12/1/18		12/1/19		12/1/20	
Financial Statement	5/1/17		5/1/18		5/1/19		5/1/20		5/1/21	
Annual Assessment Data	6/1/16	5/19/16	6/1/17		6/1/18		6/1/19		6/1/20	
1st Quarter Newsletter	Received:	5/20/16	Received:		Received:		Received:		Received:	
2 nd Quarter Newsletter	Received:	7/28/16	Received:		Received:		Received:		Received:	
3 rd Quarter Newsletter	Received:		Received:		Received:		Received:		Received:	
4th Quarter Newsletter	Received:		Received:		Received:		Received:		Received:	
Annual Public Meeting	Date:		Date:		Date:		Date:		Date:	
General Liability Insurance	Expires:	1/15/17	Expires:		Expires:		Expires:		Expires:	
D&O Liability Insurance	Expires:	1/15/17	Expires:		Expires:		Expires:		Expires:	
Workers' Comp Insurance	Expires:	11/18/16 Exp	Expires:		Expires:		Expires:		Expires:	

Office of the City Clerk Neighborhood and BID Division Special Assessments Section

TRANSMITTAL MEMO

mp for -

DATE:

August 9, 2016

TO:

Miranda Paster, Chief

Neighborhood and BID Division

FROM:

Rosemary Hinkson, Sr. MA I

Special Assessments Section

SUBJECT: REQUEST FOR APPROVAL OF PAYMENT TO CONTRACTOR

Contractor:	Pacific Palisades BID
Contract No:	C-126902
Invoice No:	2016-5
Invoice Amount:	\$24,077.36
Payment Due Date:	08/23/2016

As the City's representative for the Business Improvement District (BID) Contract cited above, I hereby recommend approval of the attached Request for Payment as Submitted by the CONTRACTOR.

I certify that the CONTRACTOR has complied with all terms of the Agreement in full and that all documents required by the Contract, to date, are on file and available for review. The insurance requirements have been reviewed and current insurance is in effect until 1/15/17 and a copy is on file in the City Attorney's Office.

Please approve the payment in the amount of \$24,077.36 as requested. Refer any questions regarding this request to Edwin Hartoonian, Accounting intern, at extension 8-1110.

MP:RH:eyt

HOLLY L. WOLCOTT CITY CLERK

SHANNON D. HOPPES **EXECUTIVE OFFICER**

City of Los Angeles **CALIFORNIA**



ERIC GARCETTI MAYOR

OFFICE OF THE CITY CLERK

Neighborhood and Business Improvement District Division 200 N. Spring Street, Room 224 Los Angeles, CA 90012 (213) 978-1099 FAX: (213) 978-1130

> MIRANDA PASTER **DIVISION MANAGER**

> > clerk.lacity.org

FACSIMILE TRANSMISSION COVER SHEET

DATE:

April 20, 2016

TO:

Laurie Sale, Executive Director

FAX NO. (310) 454-5797

FROM:

Emelia Tso, Accounts Payable

SUBJECT:

BUSINESS IMPROVEMENT DISTRICT FUNDING

Number of pages, including this cover sheet

Sent from fax number: (213) 978-1130

To request a retransmission, please call: (213) 978-1099

District Name: PACIFIC PALISADES

Account No.:

18978

County Remittance rec'd on 03/20/2016

0.00

SAS Collection rec'd on 03/10/2016

5,413.60

SAS Collection rec'd on 03/30/2016

1,220.11

Available for Reimbursement

\$6,633.71

Attached please find the Daily report or no daily report. Thanks.

PRIVACY NOTICE

This message is intended for the use of the individual or entity to which it is addressed and may contain material that is privileged, confidential or exempt from disclosure under Federal or state law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

Legal Owner Parcel Number FMS Amount Date Amt JV/CRRE CHECK # RECYD Legal Owner Parcel Number Account # Invoice # Amount Date Paid Paid JV/CR # DATE CHECK # RECYD DWP N/A N/A \$1,220.11 2/5/2016 3/30/2016 1/200.11 16140007736 3/30/2016 ET 5/25/2016 LA Unified School District 4412003900 N/A N/A \$13,643.14 2/12/2016 3/8/2016 \$5,413.60 16140007736 3/10/2016 2/789993 EXY					PAC	JIFIC PALISAL	SES					
Owner Parcel Number Account # Invoice # Amount At 22010 Date Paid School District Amount At 22010 Date School District Paid At 20000002104 At 23012016 JVICR # DATE CHECK # Ad 23015000 NIA NIA \$1,220.11 2/5/2016 3/30/2016 1,220.11 160000002104 3/30/2016 IET Infied School District 4412003900 NIA NIA \$13,643.14 2/12/2016 3/8/2016 \$5,413.60 16140007736 3/10/2016 22789993				2015/2016 GO	VERNMENT 8	& PUBLIC AGE	ENCIES PAYM	ENT REPOR	E.			
Owner Parcel Number Account # Invoice # Amount Date Paid JVICR # DATE CHECK # 4423016900 N/A N/A \$1,220.11 2/5/2016 3/30/2016 1,220.11 160000002104 3/30/2016 IET infied School District 4412003900 N/A N/A \$13,643.14 2/12/2016 3/8/2016 \$5,413.60 16140007736 3/10/2016 22789993			FMS			Invoice	Date	Amt		JV/CRRE		
4423016900 N/A \$1,220.11 2/5/2016 3/30/2016 1,220.11 160000002104 3/30/2016 IET infied School District 4412003900 N/A N/A \$12,643.14 2/12/2016 3/8/2016 \$5,413.60 16140007736 3/10/2016 22789993 \$14,863.25 \$14,863.25 6,633.71 6,633.71	Legal Owner	Parcel Number	Account #	Invoice #	Amount	Date	Paid	Paid	JV/CR#	DATE	CHECK #	REC'D
t 4412003900 N/A N/A \$13,643.14 2/12/2016 3/8/2016 \$5,413.60 16140007736 3/10/2016 22789993 6,633.71	DWP	4423016900	N/A	N/A	\$1,220.11	2/5/2016	3/30/2016	1,220.11	160000002104	3/30/2016	ET	5252
6,633.71	LA Unified School District	4412003900	N/A	N/A	\$13,643.14		3/8/2016	\$5,413.60	16140007736	3/10/2016	22789993	EXY
					\$14,863.25			6,633.71				

HOLLY L. WOLCOTT CITY CLERK

SHANNON D. HOPPES **EXECUTIVE OFFICER**

City of Los Angeles **CALIFORNIA**



ERIC GARCETTI MAYOR

OFFICE OF THE CITY CLERK

Neighborhood and Business Improvement District Division 200 N. Spring Street, Room 224 Los Angeles, CA 90012 (213) 978-1099 FAX: (213) 978-1130

> MIRANDA PASTER **DIVISION MANAGER**

> > clerk.lacity.org

FACSIMILE TRANSMISSION COVER SHEET

DATE:

06/20/2016

TO:

Laurie Sale, Executive Director

FAX NO. (310) 454-5797

FROM:

Maria Gomez, Accounts Payable

SUBJECT:

BUSINESS IMPROVEMENT DISTRICT FUNDING

Number of pages, including this cover sheet

Sent from fax number: (213) 978-1130

To request a retransmission, please call: (213) 978-1099

District Name: PACIFIC PALISADES

Account No.:

18978

County Remittance rec'd on 05/24/2016

17,413.65

Available for Reimbursement

\$17,413.65

PRIVACY NOTICE

This message is intended for the use of the individual or entity to which it is addressed and may contain material that is privileged, confidential or exempt from disclosure under Federal or state law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

COUNTY OF LOS ANGELES - AUDITOR/CONTROLLER, TAX DIVISION CITY REMITTANCE ADVICE SUMMARY

F/Y 2015-2016

DATE OF REMITTANCE: May 20, 2016

			2015-2016	2015-2016	2015-2016	2015-2016	
			PROPERTY	SECURED	REDMPT MST	REDMPT MST	
ACCT.#	DESCRIPTION	TYPE	TAX	2ND	3RD QTR	3RD QTR	
			REVENUE	PAID	(TAX)	(PENALTY)	
		1%	1		,		т—
189.78	189.78 PACIFIC PALI BID	D/S	17,413.65	17,413.65			
	٠	AIR	1	,	ı	•	
		Ħ	17,413.65	17,413.65	•	•	



ACCEPTED INSURANCE information for CA Number: 800779

CA No.	800779	Contract No	
Insured Name	PACIFIC PALISADES BUSINES	S IMPROVEMENT DISTRICT, IN	C.
Acceptance Date	11/24/2015	Cancel Date	
Temp Date		Reinstate Date	
Cancel/Reinstate Status	330000000000000000000000000000000000000		
Notes:	WAIVER OF WORKERS' COMPECTIVE AGENCY - CITY CLERE BID ADMINISTRATION		A
erine i emegalate his cum l'antallis sou amenimates souteniment, es con consequent			

Other Name Type	Other Name	
No other name found		

Coverage Type	Work Comp	Limits	\$9,999,999
Continuous	No	Carrier	Request for Waiver
Policy No	N/A	Effective Date	11/18/2015
Waiver of subrogation		Expiration Date	11/18/2016

Documents submitted to the City of LA are public records and will be available for public inspection and copying as required by law For questions regarding insurance/bonds please e-mail us at cao.insurance.bonds@lacity.org or call us at 213-978-7475. For contract related questions please contact the contracting Department. To view the City of LA Department list, click here. Property of The City of Los Angeles, Displaimer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Ce	rtificate does not confer rights to the	e cer	tifica	te holder in lieu of such e						
	DUCER				CONTA NAME:	ст Gary Beck				
	ckwith Insurance Agency				PHONE (A/C, N	o, Ext): 310434	0651	FAX (A/C, No):		
87	1 VIA DE LA PAZ					ss: gary@bed		ce.com		
D.A	OUTIO DAL ICADEO	^	000	70		INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#
PA	CIFIC PALISADES C	A	902	12	INSURE	RA: United S	tates Liability	Insurance Co		25895
MELL	RED Pacific Palisades Business Impro	ıomo	nt Die	etrict Inc	INSURE	RB:				
	233 La Cruz Drive	/eme	III DE	Strict, mc.	INSURE					
10	233 La Ciuz Diive				INSURE					
_					INSURE					
P	acific Palisades CA 9)272			INSURE	RF:				
CO	/ERAGES CER	TIFI	CATE	E NUMBER:				REVISION NUMBER:	ALCOHOLD AND ADDRESS	
	THIS IS TO CERTIFY THAT THE POLICINDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M. EXCLUSIONS AND CONDITIONS OF SU	REC AY PI CH P	UIRE ERTA OLICI	MENT, TERM OR CONDITION IN, THE INSURANCE AFFO ES. LIMITS SHOWN MAY HA	ON OF	ANY CONTRA BY THE POLI IN REDUCED I	ACT OR OTHE CIES DESCR BY PAID CLAI	ER DOCUMENT WITH RES IBED HEREIN IS SUBJECT	SPECT	TO WHICH THIS
NSR LTR	TYPE OF INSURANCE	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR		_					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
		L						MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO	ļ						BODILY INJURY (Per person)	\$	
\neg	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED				اـــــا			PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							Ti or additional	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE	<u></u>	L					AGGREGATE	\$	
	DED RETENTION\$			L					\$	
	WORKERS COMPENSATION							PER OTH- STATUTE ER		
\neg	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N							E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
	DESCRIPTION OF OPERATIONS below									
A	DIRECTORS & OFFICERS	N	N	NDO1568808		01/15/2016	01/15/2017	\$1,000,000		
	RIPTION OF OPERATIONS / LOCATIONS / VEHIC iness Improvement District	LES (ACORE	D 101, Additional Remarks Schedu	ile, may b	e attached if mor	e space is requir	red}		
CEF	RTIFICATE HOLDER				CANO	ELLATION				
-										
	y of Los Angeles and all of its Agencies North Main Street	s, Boa	ards a	and Departments	THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE C		
20	O NOTET WAIT SUGGE			e	ACC	OKDANCE WI	IN THE POLIC	Y PROVISIONS.		
Ci	ty Hall East, Suite 1240				AUTHO	RIZED REPRESE	NTATIVE			-
10	os Angeles C/	A	9001	2		Beckwith				
					Gary	DOCKWILL				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

		to troider in thou or ottom o					
PRODUCER			NAME: Gary Beck	with			
Beckwith Insurance Agency			PHONE (A/C, No, Ext): 310454	10651	FAX (A/C, No):		
871 VIA DE LA PAZ			E-MAIL ADDRESS: gary@ber				
		No.			RDING COVERAGE		NAIC#
PACIFIC PALISADES CA	9027	72	INSURER A : Essex Ir				39020
INSURED PACIFIC PALISADES BUSINESS IM	IPROVE	EMENT DISTRICT INC	INSURER B :				
15233 LA CRUZ DR.		INETT DISTRICT INC	INSURER C :				
TOZOO EN CONOZ DIN.		n	INSURER D :				
PACIFIC PALISADES CA 9027	2		INSURER E:	*****			
FACIFIC FALIGADES CA 9027	2		INSURER F:				
COVERAGES CERTIF	FICATE	NUMBER:001			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREI PERTAI POLICIE	MENT, TERM OR CONDITION N, THE INSURANCE AFFO ES. LIMITS SHOWN MAY HA	ON OF ANY CONTRA RDED BY THE POL VE BEEN REDUCED	ACT OR OTHI ICIES DESCR BY PAID CLAI	ER DOCUMENT WITH RES IBED HEREIN IS SUBJECT	PECT T	TO WHICH THIS
INSR LTR TYPE OF INSURANCE INS	DL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$1,000	,000
CLAIMS-MADE X OCCUR	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10000	00
					MED EXP (Any one person)	\$5000	
A		3DY6668	01/15/2016	01/15/2017	PERSONAL & ADV INJURY	\$10000	000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000	,000
X POLICY PRO- LOC					PRODUCTS - COMP/OP AGG	\$1,000	,000
OTHER						\$	
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO					BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
				11		\$	
UMBRELLA LIAB OCCUR		process			EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
DED RETENTIONS						\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED?	АП				E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under		L			E.L. DISEASE - EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
				ļ			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES NON-PROFIT BUSINESS IMPROVEMENT DI			le, may be attached if mo	re space is requir	ed)		
							ĺ
CERTIFICATE HOLDER			CANCELLATION				
City of Los Angeles and all of its Agencies, Be	nards a	nd Departments	SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C	ANCELI	ED BEFORE
200 North Main Street	oulds a	no sopulation	THE EXPIRATION ACCORDANCE WI	N DATE TH	EREOF, NOTICE WILL E	BE DE	LIVERED IN
City Hall East, Suite 1240							-
5 (2)	0.00		AUTHORIZED REPRESE	NTATIVE			
Los Angeles CA	90012	4	Gary Beckwith				

Accounting Journal

Menu Back

-	Run Tm	Document	Doc Pstng Ln	Dr/Cr	Pstng Am
	04/21/2016	JV,39,INTXML1609C,1	1	D	\$30.11
	03/30/2016	IET,98,160000002104,1	1	D	\$1,220.11 💸
÷	03/10/2016	CR,14,16140007736,1	1	D	\$5,413.60 🗸
	03/07/2016	EFT,26,160000006528,1	3	С	(\$12,506.05)
	02/23/2016	JV,26,GENPT160219A,1	1	D	\$9,112.75
	02/18/2016	EFT.26,160000006104,1	3	С	(\$45,489.69)
	02/12/2016	JV,14,GEN160000030,1	1	D	\$585.78
	01/22/2016	JV.14,GEN160000023,1	1	С	(\$4,215.29)
	01/22/2016	JV.26,GENPT160120A,1	1	D	\$12,506.05
	12/22/2015	JV,26,GENPT161218A,1	1	D	\$49,704.98

First Prev Next Last

Copy	Search	OD
communication of the	Ted comments on Arminals	

Calculated Amount: Calculate Total M General Accounting Doc Record Date: 03/09/2016 Pstng Prln: A Posting Code: A001 Fiscal Period: 9 Fiscal Year: 2016 Dr/Cr : D Budget FY: 2016 Ln Func : Standard Pstng Am: \$5,413.60 Fiscal Quarter: 3 Event Category : REV Incr/Dcrs : [Run Tm: 03/10/2016 Event Type: AR02 Bank Account: 01

Fund: 57V	Object:
Sub Fund :	Sub Object:
BSA: 1010	Revenue: 3182
Sub BSA:	Sub Revenue :
BSA Type : Asset	Paradora

	Þ	Organizational
The same way	B	Cost Accounting
The same and the s	Þ	Other Chart of Accounts

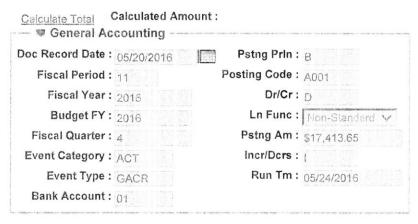
Accounting Journal

Menu Back

	Run Tm	Document	Doc Pstng Ln	Dr/Cr	Pstng Am
	07/22/2016	JV.26,GENPT170720A,1	1	D	\$340.32
	07/05/2016	JV,39,INTXML1612C,1	1	D	\$18.75
	06/21/2016	EFT,26,160000009762,1	3	С	(\$9,112.75)
	06/21/2016	EFT.26,160000009762,1	3	С	(\$585.78)
	06/21/2016	EFT.26,160000009762,1	3	С	(\$30.11)
	06/21/2016	EFT,26,160000009762,1	3	С	(\$34,658.44)
	06/10/2016	JV,39,INTXML1611C,1	1	D	\$51.07
Ģ4	05/24/2016	JV,26,GENPT160520A,1	1	D .	\$17,413.65
	05/13/2016	JV.39,INTXML1610C,1	1	D	\$26.50
	04/22/2016	JV.26,GENPT160420A,1	1	D	\$34,658.44

First Prev Next Last

Copy	Search	90



Fund: 57V	Object:	
Sub Fund :	Sub Object:	
BSA: 1010	Revenue:	
Sub BSA:	Sub Revenue:	
BSA Type : Asset	mention V	

Þ	Organizational
B	Cost Accounting
D	Other Chart of Accounts

Contract Budget:Level 2

Menu

Reporting	Sub Reporting	Department	Curren	t Budget	Pre- Encumbered	Encumbered	Actual Expenses	 Uncommitted
CO126902	00	14	\$999,999,	999,999.99	\$0.00	\$24,047.36	\$102,382.82	\$999,999,873,569
First Prev Next	Last <u>Dov</u>	vnload		3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 -	Control () () () () () () () () () (The second secon	and the second s	
Search 🗟	18	AT THE PERSON NAMED OF THE	COMMENT OF A STATE OF THE STATE		title (Martine) por tire consequence of the last and a constitution on the	ot om protte en intelligradistrice haddaanin of freezonda	MA TROOP feedby-metror into the array interests or record	of convenience for the Africa of the American State and Africa
- W Budge		The state of the s	while their conflictors with suppose that	C. S. C. J. The White Collection is a communication	encernes of constraint the section of page between	CONTRACTORY INCOMENTS ON PRODUCE. IN TRACE	HARRIST WAR HARLY IN ACCUSATE STREET	namen menteral and a construction of the second means that years and
Purchase Res	ervations :	\$0.00			Billed Earne	ed Revenue: \$	0.00	- Q
Pre-End	umbered:	\$0.00	10		Unbilled Earne	ed Revenue: \$	0.00	. Q
Eng	umbered :	\$24,047.36	2		Collected Earne	ed Revenue: \$	0.00	Q
Accrued I	Expenses:	\$0.00	Q	Billed U	nearned/Deferre	ed Revenue: \$	0.00	Q
Cash I	Expenses:	\$102,382.82		Collected U	nearned/Deferre	ed Revenue: \$	0.00	Q
Actual I	Expenses:	\$102,382.82			Tot	al Revenue: \$	0.00	
Unc	ommitted :	\$999,999,873,5	69.8					
% C	ommitted:	0.00						
<u>Un</u>	obligated :	\$999,999,873,5	69.8					
Unexpen	ded Cash :	\$999,999,897,6	17.1					
Unexpended	Accrued :	\$999,999,897,6	17.1					

Budget Amounts

W General Information

Reporting: CO126902

Sub Reporting: 00

Department: 14

Record Creation Date: 01/21/2016

Last Adjustment Date:

Vendor Code: VC0000022170

Legal Name: PACIFIC PALISADES BU

Name: PACIFIC PALISADES BU

Manager:

Description: CONTRACT FOR PACIFIC

PALISADES BUSINESS

IMPROVEMENT DISTRICT INC

Active:

Start Date: 01/01/2016 End Date: 12/31/2020

Top

Modified Budget Line Controls

Previous Level

HOLLY L. WOLCOTT CITY CLERK

City of Los Angeles **CALIFORNIA**



ERIC GARCETTI MAYOR

OFFICE OF THE CITY CLERK

Neighborhood and Business Improvement District Division 200 N. Spring Street, Room 224 Los Angeles, CA 90012 (213) 978-1099 FAX: (213) 978-1130

> MIRANDA PASTER **DIVISION MANAGER**

> > clerk.lacity.org

FACSIMILE TRANSMISSION COVER SHEET

DATE:

February 19, 2016

TO:

Laurie Sale, Executive Director

FAX NO. (310) 454-5797

FROM:

Emelia Tso, Accounts Payable

SUBJECT:

BUSINESS IMPROVEMENT DISTRICT FUNDING

2 Number of pages, including this cover sheet

Sent from fax number: (213) 978-1130

To request a retransmission, please call: (213) 978-1099

District Name: PACIFIC PALISADES

Account No .:

18978

County Remittance rec'd on 01/22/2016

12,506.05

Available for Reimbursement

\$12,506.05

Attached please find the Co. Advice Summary. Thanks.

PRIVACY NOTICE

This message is intended for the use of the individual or entity to which it is addressed and may contain material that is privileged, confidential or exempt from disclosure under Federal or state law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

COUNTY OF LOS ANGELES - AUDITOR/CONTROLLER, TAX DIVISION CITY REMITTANCE ADVICE SUMMARY

F/Y 2015-2016

DATE OF REMITTANCE: January 20, 2016

		2015-2016	2015-2016
		PROPERTY	SECURED
ACCT.# DESCRIPTION	TYPE	ТАХ	40%
		REVENUE	ADVANCE
	1%		
189.78 PACIFIC PAL. BID	D/S	12,506.05	12,506.05
	AIR	ı	ı
	TL	12,506.05	12,506.05



November 25, 2009

June Lagmay City Clerk Office of the City Clerk 200 North Spring Street Room 360 Los Angeles, CA 90012

RE: 2010 Annual Planning Report for The City Business Improvement District

Dear Ms. Lagmay,

On November 18, 2009, the BID management company, a California Non-Profit organization contracted through agreement No. C-100000 with the City of Los Angeles to manage services provided to The City Business Improvement District, met with our Advisory Board to review the proposed 2010 budget and activities.

During the meeting of November 18, 2009, the BID management company presented the attached 2010 Annual Planning Report to our Advisory Board. The report was unanimously approved at that meeting.

On behalf of the Advisory Board, I would like to present this Advisory Board approved 2010 Annual Planning Report for The City Business Improvement District to the Office of the City Clerk and to the Los Angeles City Council for their review and approval.

Please ask me if you have any questions.

Sincerely,

John Doe Smith, President The City BID Advisory Board

2010 Annual Planning Report

The City Business Improvement District

District Name: This report is for The City Business Improvement District

Fiscal Year of Report: This report applies to the 2010 Fiscal year only.

Boundaries: The boundaries of The City Business Improvement District will remain the same for the 2010 fiscal year as in previous fiscal years and as listed in the Management District Plan, which is: Spring Street on the East, Temple Street on the North, Main Street on the West, and First Street on the South. A more detailed description of the boundaries is listed in the Management District Plan.

Benefit Zones: The benefit zones for The City Business Improvement District will remain the same for the 2010 fiscal year as in previous fiscal years. There is only one benefit zone.

Improvements and Activities for 2010: The following are the improvements and activities planned for The City Business Improvement District in order by category as listed in the Management District Plan:

- 1) **Security**: The security supplied in 2009 by Guards, Inc. will continue in 2010. There will be 24 hour patrols of security 7 days a week. Two security guards will patrol the district during the day on bike and on foot. Four security guards will patrol the area on bike and on foot at night. Reports will be made of patrol findings on a daily basis and the findings will be posted on the District website. A quarterly report will also be supplied by the head security officer which will provide a summary of each three month findings. This report will be added to the quarterly newsletter that is mailed to all stakeholders in the District. The cost of providing the security for 2010 is estimated at \$250,000 or 25% of the budget.
- 2) Maintenance: The maintenance supplied in 2009 will continue in 2010. The sidewalks will be swept each morning before dawn and they will be pressure-washed twice a month. We have entered into a new contract for 2010 with Sidewalk Sweepers, Inc. to provide this service. In addition to sidewalks, Sidewalk Sweepers, Inc. has agreed to furniture cleanup. Bus benches and other street furniture in the District will be cleaned twice a month and graffiti will be removed upon notification/identification. Plants in medians will receive gardening maintenance twice a month from our contracted gardener, Blooms Co. The cost of providing this maintenance for 2010 is estimated at \$250,000 or 25% of the budget.
- 3) **Marketing**: The marketing supplied in 2009 will continue in 2010. Maintenance of the website will continue and development of new website functions is still being

explored. Advertisement of the District in radio and magazine ads is planned to continue also, but no agreements for 2010 have been executed. Additionally, the District will publish new guides for 2010 which will be distributed and displayed in mid January. The cost of providing marketing for 2010 is estimated at \$250,000 or 25% of the Budget. Additionally, the District is seeking a grant of \$2,500 for holiday decorations which will be used to market the Districts holiday activities.

- 4) Administration: The District will continue to work in 2010 with the contracted BID management company for administration of the District services. The BID management company provides an office and a dedicated phone number for the District. It also holds contracts for Security, Maintenance, and Marketing services with various companies and ensures that all work is completed. Additionally, the BID management company works with the City of Los Angeles and handles all financial and administrative requirements. The cost of providing administration for 2010 is estimated at \$150,000 or 15% of the 2010 Budget.
- 5) **Contingency**: The contingency for 2010 will continue to be 10% of the budget and is used to cover uncollected assessments and unexpected expenditures. The 10% contingency for 2010 will be \$100,000. Any additional funds carried over from 2009 will be added to this category.
- **Total Estimate of Cost for 2010**: A breakdown of the total estimated 2010 budget is attached to this report as Appendix A.
- **Method and Basis of Assessment**: The Method and Basis for levying the 2010 assessment for The City Business Improvement District remains the same as listed in the Management District plan, which is as follows:

Privately Owned Parcels:

Building Square Footage @ \$0.10 per square foot Lot Square Footage @ \$0.05 per square foot

Publicly Owned Parcels:

Street Frontage @ \$1.00 per linear foot

Amount of Surplus/Deficit from previous Fiscal Year: Based on projected expenditures for December and the balance of accounts as of November 15th when this report was being drafted, the District is expected to have a surplus of \$5000 from the 2009 fiscal year to be carried over into the 2010 fiscal year. There is no deficit from 2009 to be carried over. The surplus of \$5000 is from the contingency category due to a successful rate of collections in 2009. Pursuant to the Council approved MDP and the terms of the admin contract with the City of LA, the \$5000 contingency surplus does not increase any line item more than 10% of the total and will be rolled over into the same category for 2010.

Amount of Contributions from other sources: The District anticipates receiving a grant for the creation and procurement of holiday decorations specifically for the use of marketing the District during the end of 2010. The approval of the grant is pending and the District expects notification of the award in August. If approved, the grant will be for \$2500.

2010 Assessments 2009 Estimated Carryover 2010 Estimated Contributions Total Estimated Budget	\$1,000,000 \$ 5,000 <u>\$ 2,500</u> \$1,007,500
Estimated Expenditures	
Security	
- Patrol Guard Salaries	\$200,000
- Bikes and Equipment Rental	\$ 50,000
Maintanana	\$250,000
Maintenance - Daily Sidewalk Sweeping	\$ 50,000
- Pressure Washing bi-monthly	\$ 50,000
- Street Furniture cleaning bi-monthly	\$ 50,000
- Graffiti Removal	\$ 50,000
- Median Gardening	\$ 50,000
g	\$250,000
Marketing	4 _00,000
- Website Maintenance/Development	\$ 75,000
- Radio/Magazine Ads	\$100,000
- Printed Guides	\$ 75,000
 Holiday Decorations (pending Grant approval) 	<u>\$ 2,500</u>
	\$252,500
<u>Administration</u>	
- Office space Rental	\$ 25,000
- Equipment/Phone	\$ 10,000
- Staff Salaries	\$100,000
 CPA Report, City requirements, & fees 	\$ 15,000 \$450,000
Contingonov	\$150,000
Contingency - 10%	\$100,000
- Rollover from 2009	\$ 100,000 \$ 5,000
Rollovol Holli 2000	<u>\$ 3,000</u> \$105,000
TOTAL ESTIMATED EXPENDITURES	\$1,007,500



P.O. Box 1792, Pacific Palisades, California 90272 - (424) 256-5733

NEWSLETTER - May, 2016

FROM ELLIOT ZORENSKY,

President, Board of Directors, Pacific Palisades Business Improvement District.

Welcome to our first newsletter. We are happy to report that the Pacific Palisades Business Improvement District (BID) has been officially operating since January 1, 2016. We have made a lot of progress since then. We meet the first Wednesday of each month, at 8:30 am, at the office of UDO Real Estate 15233 La Cruz Drive Pacific Palisades, CA 90272. All of our meetings are open to the public and we adhere to the Brown Act. Copies of our minutes will be available online (soon), as well as all previous agendas. If you would like to be informed of the meetings or receive any of the above information, prior to it's being available online, please send your name and **email address** to Laurie Sale at Laurie@palisadesbid.org, and we'll do our best to keep you digitally up to date.

We are very fortunate to have the great media support of our two local newspapers, *The Palisades Post*, and the *Palisades News*, who have done an amazing job of covering our work, with photographs and information. We are also very pleased to report that the representative from our City Councilman's Office, Sharon Shapiro, attends our meetings, and Mike Bonin, our CD11 Council Member, is enthusiastically supportive of our BID. We would also like to thank LAPD Officer Michael Moore, our Senior Lead Officer, who keeps us up to date on all police matters in the district. His expertise and knowledge of the area is invaluable.

For your future reference, our Board of Directors is as follows:

- President, Elliot Zorensky, UDO Real Estate
- Vice President, Leland Ford, Leland M. Ford & Assoc.
- Treasurer, Don Scott, representing PRIDE
- Recording Secretary, DeeDee West, TOPA Real Estate
- Rick Lemmo, Caruso Affiliated
- Susan Carroll, Gift Garden Antiques, representing Dale Van Vlack
- Joyce Brunelle, representing Pacific Palisades Chamber of Commerce
- Lynn Boreland, representing the Methodist Church properties
- Shaun Malek, Triwell Properties

Going forward, we ask you to **PLEASE SEND US YOUR EMAIL ADDRESSES**, so that information can be more readily available to you. Please send to Laurie Sale, our Executive Director, at Laurie@palisadesbid.org. We look forward to more exciting news and look forward to hearing from you, and hopefully meeting you all at our Annual Meeting (date to be announced). Thank you for being a part of our exciting new Pacific Palisades Business Improvement District. Sincerely,

Elliot Zorensky,

UDO Real Estate, President, Pacific Palisades Business Improvement District.

YOUR PACIFIC PALISADES BUSINESS IMPROVEMENT DISTRICT AT WORK

The Pacific Palisades BID Management Plan, which is the directive for our BID, has three mandated elements for us to follow. Below, we've listed those and what we have done in each area to date.

Clean and Beautiful: The maintenance for this period resulted in getting three bids from different companies to do sidewalk power-washing in the district. We hired Spectrum Facility Maintenance, and the work was successfully completed the first week in May, 2016. Two steam cleaning trucks, each with two workers per truck, used hot high pressure steam cleaning equipment as well as bio degradable detergents, to remove stains, dirt, grime, gum and soil that saturates between the pours of the concrete. This cleaning is a revitalization of the sidewalks that will help give the Pacific Palisades Business District an extremely clean appearance. All waste water was recovered and recycled using Spectrum's state-of-the-art recycling system that is E.P.A. compliant.





BEFORE AND AFTER POWER WASHING

We have contracted with Chrysalis to be our "clean team", and are sharing the monthly expense with our local Chamber of Commerce. The Chrysalis team of three, works two days a week, and has been doing a great job. They empty trash cans, replace liners, remove weeds on the sidewalks, remove graffiti, sweep, and YTD have collected over 1117 bags of trash (which is a total of more than 25, 691 lbs of trash), removed over 34 graffiti tags, and removed more than 36 bulk items.





BEFORE AFTER

2

The Palisades Chrysalis team, consisting of Alex Huesca (Supervisor), Todd Hayata and Bertell Brinkley can be seen in the Palisades on Mondays and Fridays. They are wearing white shirts with the two organization's logos on the sleeves, and bright orange vests with both logos on the back. Please stop to say hello to them, and welcome them to our village. Chrysalis is a nonprofit organization dedicated to creating a pathway to self-sufficiency for homeless and low-income individuals by providing the resources and support needed to find and retain employment.



CHRYSALIS VEST WITH CHAMBER AND BID LOGO



THE CHRYSALIS CLEAN TEAM

Communication & Marketing: We hired a local designer, Ed Lowe, to create a logo and business cards, which we are now using. Ed is now working with us to develop a website for the BID. We are still in the organizational stages, but hope to have it up and running before the end of June, 2016. If we have your email addresses, we'll let you know when we launch the website. We have formed a couple of ad hoc groups looking into different marketing and promotional ideas. We hope to be able to announce more about this later in the year.

Management & Administration: We have hired a local bookkeeper, Staci Mitchel, to pay our bills and do our reports. We are also looking into hiring a CPA to create a formal Financial Statement and all official financial documents required by the City of Los Angeles. We are interviewing people now.

Our budget of \$142,000 is being carefully watched over and maintained by our Treasurer, Don Scott, our President, Elliot Zorensky, and our VP, Leland Ford. In conjunction with our new bookkeeper we feel we making the work of the Palisades Business Improvement District effective and are working within all reasonable budgetary boundaries.

Many merchants, property owners, and local residents, "loaned" the then, proposed BID, monies to be able to contract with a BID organizational/development firm. Our Management Plan calls to repay the many "loans" within the first two years of the BID. Many of these generous people offered to "forgive their loans" and allow that money to stay in the BID for local projects. We are glad to report that at this time, all of the "loans" that were not forgiven, except one, have been repaid. So, at this time, we only have one outstanding "loan", which we will pay out of next year's budget. We are thankful to those who trusted us to repay them, and to those who allowed their money to keep working for the BID.

Below is our Management Plan Budget, and the amount we've spent in the first quarter of 2016

Budget Category	Annual Budget	1st Quarter Amount Spent
Clean and Beautiful	\$92,000	\$ 2977.
Communication & Marketing	\$20,000	\$ 160
Management Fees	\$30,000	\$ 3152.
TOTAL	\$142,000	\$ 6289

OTHER NEWS:

• The Board unanimously voted to support the Caruso Affiliated project, and sent the following letter to the City Planning Department, and Laurie Sale, read it to the committee at a meeting in Van Nuys in May.

"The Pacific Palisades Business Improvement District board has whole heartedly and unanimously voted to support the Caruso Palisades Village Project. The Board would like to see this project get started as soon as possible. It also would like to see the "community room" feature returned to the project's plans.

The Pacific Palisades Business Improvement District represents more than 50 commercial property owners within its district. The Caruso Palisades Village Project is part of the Business Improvement District. "

- Laurie attends monthly BID CONSORTIUM meetings, as a way to be engaged with other BID Executive Directors. The Consortium collectively represents the over 39 current BID's in Los Angeles. The meetings deal with legal, community, safety and many other issues that affect different neighborhoods/areas. She brings back relevant information to the BID board, in an effort to keep abreast of successes in other districts.
- Officer Moore recommends obtaining and reading the "Small Business Crime Prevention" information document put out by LAPD. The information is very important for business owners, especially as the holiday seasons approach. Please see about distributing this to your tenants. This document is free to download at:

http://www.lapdonline.org/crime_prevention/content_basic_view/7757

LETTER FROM COUNCILMAN MIKE BONIN



Bertell Brinkley, Councilman Mike Bonin, Anthony Mathis and Alex Huesca (Supervisor)

Congratulations to the Palisades Business Improvement District on the launch of your newsletter!

For years, neighborhood leaders like Laurie Sale, Elliot Zorensky, Susan Carroll and the Pacific Palisades Chamber of Commerce worked diligently with both me and my predecessor to establish a BID, so we can collectively work to make the commercial heart of the Pacific Palisades an even better place to work, shop and enjoy. I am incredibly excited that the BID launched earlier this year and I am incredibly grateful for the hard work of so many neighbors to get this done.

Already, the Palisades BID has helped improve the community, hiring Chrysalis Los Angeles to clean-up our streets and sidewalks. I am especially pleased that the BID is working with a Chrysalis - a great organization that hires and trains formerly homeless individuals so they can get back on their feet as they do important work beautifying neighborhoods. Through this partnership with Chrysalis, the BID is not only improving the Palisades, but it is improving the lives of the people working in our neighborhood. This is a win-win.

Small businesses like the ones that comprise the BID are an invaluable backbone to our neighborhoods. They not only create jobs and help customers live their lives, but small businesses also give communities character. I have made celebrating and supporting small businesses - especially "Mom and Pop shops" - a priority in my work as a Councilmember, from my weekly "Small Business Spotlight" on social media, to my work with my colleagues and Mayor Garcetti to reform LA's business tax so it is more fair. The work of the Palisades BID is crucial to creating a climate in the Pacific Palisades where small businesses can continue to thrive, and I am immensely proud to have played a role in helping form the BID.

Thank you again for your tremendous work so far. I look forward to a continued partnership, where can move the Pacific Palisades forward, do good and get things done.



www.11thdistrict.com



P.O. Box 1792, Pacific Palisades, California 90272

ADDRESS CORRECTION REQUESTED

CONTRACT REPORTING REQUIREMENTS FOR BUSINESS IMPROVEMENT DISTRICTS (BIDs)

BID reporting requirements with the City are set forth in the administration contract between each BID and the City. The Special Assessments Section of the City Clerk's Office oversees and ensures BIDs are in compliance with their respective reporting requirements before any assessment payments are transferred to the BID. The BIDs must maintain appropriate insurance as specified in their administration contract.

While reporting requirements may vary between BIDs, in general, a BID is contractually required to submit the following reports/statements to the City by the date specified in the BID's administration contract with the City contract:

- Annual Report. BIDs are required to submit an Annual Report to the City Clerk's
 Office by a specified date for each fiscal year for which assessments are to be
 levied and collected after to the District's first fiscal year. The BID's Management
 District Plan will serve as the BID's Annual Report for its first fiscal year.
- Quarterly Activity Reports. BID's quarterly activity reports are due to the City Clerk's Office thirty days following the end of a quarterly period as described in the BID's administration contract.
- **Financial Statements.** BIDs are required to submit to the City Clerk's Office a complete set of financial statements (prepared by a CPA) for each fiscal year of BID operations within 60 days following the close of the subject fiscal year.
- Insurance. BIDs are required to maintain the required insurance as described in the City's Standard Provisions For City Contracts document and generally includes General Liability insurance with a \$2,000,000 aggregate limit and Director's and Officer's liability insurance with a \$500,000 limit. Proof of insurance must first be provided on the City's approved endorsement form. If there are no changes to the policy (or no lapses in coverage), the BID may submit a renewal to the City on their insurance carrier's form in lieu of the City's approved form.

PROCEDURE: The City Clerk's Office will send property-based BIDs a monthly transmittal report of the BID's available funds (minus any City recoverable costs). Merchant-based BIDs submit quarterly invoices based on one quarter of the BID's projected yearly budget. The City Clerk's Office will deduct any City recoverable costs from the merchant BID's invoice. Once the City Clerk's Office receives an invoice from the BID, the BID analyst will verify that the BID's reporting requirements are up to date before an invoice payment can be approved for payment. The BID will be notified of any discrepancies and informed that their invoice(s) will not be approved (paid) until all the BID's reporting and insurance requirements are in contract compliance.

The City Clerk's Office maintains a record of the current reporting and insurance status for each BID. Prior to the due date of any report, statement or insurance renewal, the BID analyst will notify the BID to remind them of any item due and will assist the BID in complying where possible. Upon the BID's submittal of all reporting and insurance requirements, the City Clerk's Office will approve and process the BID's invoice(s) for payment.

California Public Records Act

GOVT. CODE §§ 6250 - 6276.48

THE BASICS

inspection at all times during the office hours of he Public Records Act is designed to give the listed in sections 6253.2, 6253.5, 6253.6, 6254, 6276.48; to ensure maximum access, they are read narrowly. The agency always bears the public access to information in possession of the...agency and every person has a right to 6254.1-6254.22, 6255, 6267, 6268, 6276.02public agencies: "public records are open to inspect any public record, except as . . . pro-6253). Specific exceptions to disclosure are available for inspection...after deletion of the burden of justifying nondisclosure, and "any vided, [and to receive] an exact copy" of an identifiable record unless impracticable. (§ reasonably segregable portion . . . shall be portions which are exempt." (§ 6253(a))

WHO'S COVERED

All state and local agencies, including: (1) any officer, bureau, or department; (2) any "board, commission or agency" created by the agency (including advisory boards); and (3) nonprofit entities that are legislative bodies of a local agency. (§ 6252(a),(b)). Many state and regional agencies are required to have written public record policies. A list appears in § 6253.4.

WHO'S NOT COVERED

- Courts (except itemized statements of total expenditures and disbursement). (§§ 6252(a), 6261)
 - The Legislature. (§ 6252) See Legislative Open Records Act, Govt. Code §§ 9070-9080.
 - Private non-profit corporations and entities.
 - Federal agencies. See Federal Freedom Of Information Act, 5 U.S.C. § 552.

Access The ser Look to access laws (e.g. Legislative Open Records Act, IRS rules, court cases) that permit inspection and copying of records of agencies not subject to the Public Records Act. Many local jurisdictions also have "Sunshine" laws that grant greater rights of access to records.

WHAT'S COVERED

"Records" include all communications related to public business "regardless of physical form or characteristics, including any writing, picture, sound, or symbol, whether paper,..., magnetic or other media." (§ 6252(e)) Electronic records are included, but software may be exempt. (§§ 6253.9(a),(g), 6254.9 (a),(d))

WHAT MUST HAPPEN

- Access is immediate and allowed at all times during business hours. (§ 6253(a)) Staff need not disrupt operations to allow immediate access, but a decision whether to grant access must be prompt. An agency may not adopt rules that limit the hours records are open for viewing and inspection. (§§ 6253(d); 6253.4(b))
- The agency must provide assistance by helping to identify records and information relevant to the request and suggesting ways to overcome any practical basis for denying access. (§ 6253.1)
 - An agency has 10 days to decide if copies will be provided. In "unusual" cases (request is "voluminous," seeks records held off-site, OR requires consultation with other agencies), the agency may, upon written notice to the requesters, give itself an additional 14 days to respond. (§ 6253(c)) These time periods may not be used solely to delay access to the records. (§ 6253(d)) The agency may never make records avail
 - able only in electronic form. (§ 6253.9(e))

 Access is always free Fees for "incoording" or
 - Access is always free. Fees for "inspection" or "processing" are prohibited. (§ 6253)
- Copy costs are limited to "statutory fees" set by the Legislature (not by local ordinance) or the "direct cost of duplication", usually 10 to 25 cents per page. Charges for search, review or deletion are not allowed. (§ 6253(b); North County Parents v. D.O.E., 23 Cal.App.4th 144 (1994)) If a request for electronic records either (1) is for a record normally issued only periodically, or (2) requires data compilation, extraction, or programming, copying costs may include the cost of the programming. (§ 6253.9(a),(b))
 - The agency must justify the withholding of any record by demonstrating that the record is exempt or that the public interest in confidentiality outweighs the public interest in disclosure. (§

Access TIP ** Always ask for both copies and access; after inspection you can reduce the copy request (and associated costs) to the materials you need.

REQUESTING PUBLIC RECORDS

- Plan your request; know what exemptions may apply.
- Ask informally before invoking the law. If necessary, use this guide to state your rights under the Act.
- Don't ask the agency to create a record or list.
- A written request is not required, but may help if your request is complex, or you anticipate trouble.
- Put date limits on any search.
- If the agency claims the records don't exist, ask what files were searched; offer any search clues you can.
- Limit pre-authorized costs (or ask for a cost waiver), and pay only copying charges.
 - Demand a written response within 10 days.

IF YOUR REQUEST IS DENIED

- Keep a log of to whom you speak and the stated reason for the denial.
- Employ the following six-step DENIAL strategy.

 D = Discretionary. Exemptions are permissive, never mandatory. Ask the agency if it will waive the exemption and release the record.

 E = Explanation. Insist that the agency explain in a written denial why the exemption applies to the requested record.
 - N = Narrow Application: The Act favors access. Exemptions must be narrowly construed I = Isolate: Request the release of any nonexempt portions of the record.
- A = Appeal: State your rights, using this guide, and ask to speak to a higher agency official.

 L = Lawsuit File suit to enforce your rights. If you win, the agency must pay your costs and legal fees. (§ 6259(d)); Belth v. Garamendi 232 Cal.App.3d 896 (1991).
- Write a news story or Letter to the Editor about the denial.
- Consult your supervisor or lawyer, or contact one of the groups listed on this brochure.

WHAT'S NOT COVERED

- Employees' private papers, unless they "relat[e] to the conduct of the public's business [and are] prepared, owned, used, or retained by the agency." (§ 6252(e))
- Computer software "developed by a state or local agency ... includ[ing] computer mapping systems, computer programs, and computer graphic systems." (§§ 6254.9(a),(b))
- Records not yet in existence: The PRA covers only records that already exist, and an agency cannot be required to create a record, list, or compilation. "Rolling requests" for future-generated records are not permitted.

RECORDS EXEMPT FROM DISCLOSURE

The Act exempts certain records from disclosure in whole or in part. This does not mean they are not public records or that disclosure is prohibited. An agency may withhold the records, but can allow greater access if it wishes. (§ 6253(e)). However, "selective" or "favored" access is prohibited; once it is disclosed to one requester, the record is public for all. (§ 6254.5) Many categories of records are exempt, some by the Act itself, (§§ 6254(a)-(z)) and some by other laws (§§ 6275-6276.48). These include:

- Attorney-Client discussions are confidential, even if the agency is the client, but the agency (not the lawyer) may waive secrecy (§§ 6254(k), 6254.25, 6276.04)
- phone records, and other records which im-Appointment calendars and applications, the deliberative process." (Times Mirror v. closed, "whatever the incidental impact on terest in disclosure, the records must be disin secrecy does not clearly outweigh the in-Cal.App.4th 159 (1998); Rogers v. Superior 6255; Times Mirror v. Superior Ct., 53 Cal.3d served by disclosure of the record[s]." (§ public clearly outweighs the public interest terest served by not making the record[s] makers may be withheld only if "the public inthe thought process of government decisionpair the deliberative process by revealing merely state, why the public interest does not Superior Ct.) The agency must explain, not Ct., 19 Cal.App.4th 469 (1993)) If the interest favor disclosure 1325 (1991); CFAC v. Superior Ct., 67

- Preliminary drafts, notes and memos may be withheld only if: (1) they are "not retained...in the ordinary course of business" and (2) "the public interest in withholding clearly outweighs the public interest in disclosure." Drafts are not exempted if: (1) staff normally keep copies; or (2) the report or document is final even if a decision is not. (§ 6254(a)) Where a draft contains both facts and recommendations, only the latter may be withheld. The facts must be disclosed. (CBE v. CDFA., 171 Cal.App.3d 704 (1985))
- Home Addresses in DMV, voter registration, gun license, public housing, local agency utility and public employee records are exempt, as are addresses of certain crime victims. (§§ 6254(f),(u), 6254.1, 6254.3, 6254.4, 6254.16, 6254.21)
- exempt, but only until the claim is resolved or settled. The complaint, claim, or records filed in court, records that pre-date the suit (e.g., reports about projects that eventually end in litigation), and settlement records are public. (§§ 6254(b), 6254.25; Register Div. of Freedom Newspapers, Inc. v. County of Orange, 158 Cal. App. 3d 893 (1984))
- Personnel, medical and similar files are exempt only if disclosure would reveal intimate, private details. (§ 6254(c)) Employment contracts are not exempt. (§ 6254.8)
- Police Incident reports, rap sheets and arrest records are exempt (Penal Code §§ 11075, 11105, 11105.1), but information in the "police blotter" (time and circumstances of calls to police; name and details of arrests, warrants, charges, hearing dates, etc.) must be disclosed unless disclosure would endanger an investigation or the life of an investigator. Investigation is over. (Gov. Code § 6254(f); Williams v. Superior Ct., 5 Cal. 4th 337 (1993); County of L.A. v. Superior Ct., 18 Cal. App. 4th 588 (1994). Identifying data in police personnel files and misconduct complaints are exempt, but disclosure may be obtained using special procedures under Evidence Code section 1043.
- Financial data submitted for licenses, certifcates, or permits, or given in confidence to agencies that oversee insurance, securities, or banking firms; tax, welfare, and family/adoption/ birth records are all exempt. (§§ 6254(d),(k),(l), 6276)

A POCKET GUIDE TO

THE CALIFORNIA PUBLIC RECORDS ACT

A SERVICE OF

THE FIRST AMENDMENT PROJECT SOCIETY OF PROFESSIONAL JOURNALISTS (Nor. Cal.)

HOW TO USE THIS GUIDE
This pocket guide is intended to be a
quick reference and provide general information to journalists and citizens. It
addresses some common public records problems, but does not substitute
for research or consultation with a lawyer on detailed questions. This guide
current as of December 3, 2003.

FOR MORE INFORMATION OR HELP:

FIRST AMENDMENT PROJECT.......510/208-7744
www.thefirstamendment.org

California First Amendment Coalition.......415/460-5060 www.cfac.org

Funding provided by the Sigma Delta Chi Foundation of the Society of Professional Journalists



DATE: February 9, 2016

TO: Administrative Services Division

Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

INVOICE NO: 2016 - 1

DESCRIPTION: As outlined I Section 5, Disbursements, of the agreement between the City of Los Angeles and the Pacific Palisades BID Management Corporation (PP BID dated January 1, 2016, we are requesting payment of assessment funds in the amount of \$45,489.69 for the period of January 1, 2016 through December 31, 2020

Agency Account Number: 18978

County Remittance received on: 12/22/15 - \$49,704.98

2016 Recovery Cost: **-**\$4215.29 Net Installment Due \$45,489.69

I certify that payment requested will be expended in accordance with the provisions of the contract agreement C-113000 and as outlined in the District Management Plan.

Expense Categories for 2016 include:

Clean and Beautiful \$92,000
Communications and Marketing \$20,000
Management/Slow Pay/City Fees \$30,000
Total Budget for 2016 \$142,000

I certify that I represent eh 501c6 Pacific Palisades Business Improvement District and I am authorized to make this request on behalf of the organization.

Laurie Sale Executive Director

REMIT TO: The payment method is electronic fund transfer and City of Los Angeles has the banking

information

CC: Accounts Payable
Special Assessments Section
Administrative Services

Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

(424) 256-5733



DATE: Wednesday, October 12, 2016

TO: Miranda Paster

Neighborhood and Business Improvement District Division

Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

INVOICE NO:

2016 - 6

DESCRIPTION: As outlined I Section 5, Disbursements, of the agreement between the City of Los Angeles and the Pacific Palisades BID Management Corporation (PP BID dated January 1, 2016, we are requesting payment of assessment funds in the amount of \$2,495.12 for the period of January 1, 2016 through December 31, 2020

Agency Account Number:

18978

County Remittance received on:

August 23, 2016

Amount:

\$1,005.12

Interest: 2016 General Benefit Payment \$0 \$1,490.00

Net Installment Due

\$2,495.12

I certify that payment requested will be **expended in accordance with the provisions of the contract agreement C-126902** and as outlined in the District Management Plan.

Expense Categories for 2016 include:

Clean and Beautiful

\$92,000

Communications and Marketing

\$20,000

Management/Slow Pay/City Fees

\$30,000

Total Budget for 2016

\$142,000

I certify that I represent the 501c Pacific Palisades Business Improvement District and I am authorized to make this request on behalf of the organization.

Laurie Sale

Executive Director

REMIT TO:

The payment method is electronic fund transfer and City of Los Angeles has the banking

information

CC:

Accounts Payable

Special Assessments Section Administrative Services Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

(424) 256-5733



February 9, 2016 DATE:

TO:

Administrative Services Division

Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

INVOICE NO:

2016 - 1

DESCRIPTION: As outlined I Section 5, Disbursements, of the agreement between the City of Los Angeles and the Pacific Palisades BID Management Corporation (PP BID dated January 1, 2016, we are requesting payment of assessment funds in the amount of \$45,489.69 for the period of January 1, 2016 through December 31, 2020

Agency Account Number:

18978

County Remittance received on:

12/22/15 - \$49,704.98

2016 Recovery Cost:

-\$4215.29

Net Installment Due

\$45,489.69

I certify that payment requested will be expended in accordance with the provisions of the contract agreement C-126902 and as outlined in the District Management Plan.

Expense Categories for 2016 include:

Clean and Beautiful

\$92,000

Communications and Marketing

\$20,000

Management/Slow Pay/City Fees

\$30,000

Total Budget for 2016

\$142,000

I certify that I represent the 501c Pacific Palisades Business Improvement District and I am authorized to make this request on behalf of the organization.

Laurie Sale

Executive Director

REMIT TO:

information

The payment method is electronic fund transfer and City of Los Angeles has the banking

Accounts Payable CC:

Special Assessments Section **Administrative Services** Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012



DATE: February 9, 2016

TO: Miranda Paster

Neighborhood and Business Improvement District Division

Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

INVOICE NO: 2016 - 1

DESCRIPTION: As outlined I Section 5, Disbursements, of the agreement between the City of Los Angeles and the Pacific Palisades BID Management Corporation (PP BID dated January 1, 2016, we are requesting payment of assessment funds in the amount of \$45,489.69 for the period of January 1, 2016 through December 31, 2020

Agency Account Number: 18978

County Remittance received on: 12/22/15 - \$49,704.98

2016 Recovery Cost: -\$4215.29 Net Installment Due \$45,489.69

I certify that payment requested will be expended in accordance with the provisions of the contract agreement C-126902 and as outlined in the District Management Plan.

Expense Categories for 2016 include:

Clean and Beautiful \$92,000
Communications and Marketing \$20,000
Management/Slow Pay/City Fees \$30,000
Total Budget for 2016 \$142,000

I certify that I represent the 501c Pacific Palisades Business Improvement District and I am authorized to make this request on behalf of the organization.

Laurie Sale Executive Director

REMIT TO: The payment method is electronic fund transfer and City of Los Angeles has the banking information

CC: Accounts Payable

Special Assessments Section Administrative Services Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012 Five Year Budget Projections *

	2016	2017	2018	2019	2020
Clean & Beautiful	\$92,000	\$94,760	\$97,603	\$100,531	\$103,547
Communication/Marketing	\$20,000	\$20,600	\$21,218	\$21,855	\$22,510
Management/Slow Pay/City					and the second of the second o
Fees	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765
Total Budget	\$142,000	\$146,260	\$150,648	\$155,167	\$159,822

^{*}Assumes 3% yearly increase on all budget items funded by the Pacific Palisades Business Improvement District. Note: Any accrued interest or delinquent payments will be expended in the above categories.

Section 4 Assessment Methodology

In order to ascertain the correct assessment methodology to equitably apply special benefits to each assessed parcel for property related services as proposed to be provided by the Pacific Palisades Business Improvement District, benefit will be measured by square feet of parcel size, square feet of building size and parcel street frontage. Special circumstances such as a parcel's location within the District area and need and/or frequency for services are carefully reviewed relative to the specific and distinct type of programs and improvements to be provided by the District in order to determine the appropriate levels of assessment or percentage values to be assigned to each type of assessment variable. (For a definition of special and general benefits see Engineer's Report page 11 "Special and General Benefit")

The methodology to levy assessments upon real property that receives special benefits from the improvements and activities of the Pacific Palisades Business Improvement District are Parcel Square Footage, Building Square Footage, and Parcel Street Front Footage as the three assessment variables. Lot square footage is relevant to the best use of a property and will reflect the long term special benefit implications of the improvement district. Building square footage is relevant to the interim use of a property and is utilized to measure short and mid-term special benefit. Street front footage is relevant to the street level usage of a parcel.

<u>Building Square Footage Defined</u>. Building square footage is defined as gross building square footage as determined by the outside measurements of a building.

<u>Lot Square Footage Defined</u>. Lot square footage is defined as the total amount of area within the borders of the parcel. The borders of a parcel are defined on the County Assessor parcel maps.

Street Front Footage Defined. Street Front Footage is defined as the front footage of a parcel that fronts a public street.

Section 1 Management District Plan Summary

The name of the proposed Property-based Business Improvement District is the <u>Pacific Palisades Business Improvement District</u> (the "District"). The District is being established pursuant to Section 36600 et seq. of the California Streets and Highways Code, The "Property and Business Improvement District Law of 1994 as amended", hereinafter referred to as State Law.

Developed by the Pacific Palisades Business Improvement District Steering Committee, the Pacific Palisades Business Improvement District Management Plan is proposed to improve and convey special benefits to properties located within the Pacific Palisades Business Improvement District area. The District will provide new improvements and activities, including clean/beautiful, communication/marketing, and management. Each of the programs are designed to meet the goals and mission of the District; to increase building occupancy and lease rates, to encourage new business development; and attract ancillary businesses and services for parcels within the District.

Boundary: See Section 2, Page 6 and map page 7.

Budget: The total District budget for the 2016 year of operation is approximately

\$142,000.

Improvements, Activities, Services:

CLEAN and BEAUTIFUL

\$92,000 65%

Enhanced Clean and Beautiful Programs

- Sidewalk Sweeping
- Sidewalk Pressure Washing
- Graffiti & Handbill Removal
- Trash Removal
- Landscape programs
- Tree Trimming
- Tree Lighting Program
- BID establishment expenses (split between year one and two only as reimbursement of \$25,000 in private sector contributions of funds to establish the District.)

COMMUNICATION and MARKETING

\$20,000 14%

- Website
- Newsletter
- Social Media
- Events
- Pedestrian Use Improvement

2.2015

 BID establishment expenses (spit between year one and two only as reimbursement of \$25,000 in private sector contributions of funds to establish the District)

MANAGEMENT/SLOW PAY/CITY FEES

\$30,000 21%

Management staff expenses are allocated according to generally accepted accounting job costing procedures and are allocated to the specific areas in which staff works. A reserve for delinquent assessment payments will be established and is included in this category. The City of Los Angeles charges an administrative fee to process District assessment payments. The City fee is included in this category.

Method of Financing: A levy of special assessments upon real property that receives special benefits from the improvements and activities. (See Section 4, for assessment methodology)

Benefit Zones: The State Law and State Constitution Article XIIID require that special assessments be levied according to the special benefit each parcel receives from the improvements. In order to match assessment rates to special benefits received, one benefit zone which includes all District parcels has been created within the Pacific Palisades Business Improvement District.

Cost:

Annual assessments are based upon an allocation of program costs by assessable footage. Three property assessment variables, parcel square footage, building square footage and linear front footage will be used in the calculation. The 2016 year assessments per assessment variable will not exceed amounts listed in the following chart:

Assessment Rates	All Parcels not including DWP/LAUSD	DWP & LAUSD Parcels
Lot Square Footage	\$0.0391	\$0.0326
Building Square Footage	\$0.0632	\$0.0536
Front Footage	\$3.8986	\$3.2677

Cap:

Annual assessment increases will not exceed 3% per year. Increases will be determined by the business improvement district Owners' Association and will vary between 0 and 3% in any given year.

Assessments may be reduced by action of the owners association in any given year. Assessments so reduced may increase in the following year more than the 3% up to the maximum rate defined for that year in the charts on page 13 and 17.

The cost of providing programs and services may vary depending on the market cost for those programs and services. Expenditures may require

4

HOLLY L. WOLCOTT CITY CLERK

SHANNON D. HOPPES **EXECUTIVE OFFICER**

City of Los Angeles CALIFORNIA



ERIC GARCETTI MAYOR

OFFICE OF THE CITY CLERK

Neighborhood and Business Improvement District Division 200 N. Spring Street, Room 224 Los Angeles, CA 90012 (213) 978-1099 FAX: (213) 978-1130

> MIRANDA PASTER DIVISION MANAGER

> > clerk.lacity.org

FACSIMILE TRANSMISSION COVER SHEET

DATE:

08/19/2016

TO:

Laurie Sale, Executive Director

FAX NO. (310) 454-5797

FROM:

Maria Gomez, Accounts Payable

SUBJECT:

BUSINESS IMPROVEMENT DISTRICT FUNDING

Number of pages, including this cover sheet

Sent from fax number: (213) 978-1130

To request a retransmission, please call: (213) 978-1099

District Name: PACIFIC PALISADES

Account No .:

18978

County Remittance rec'd on 7/22/16

340.32

Accrued interest 4/1/16-6/30/16

96.32

Available for Reimbursement

\$436.64

PRIVACY NOTICE

This message is intended for the use of the individual or entity to which it is addressed and may contain material that is privileged, confidential or exempt from disclosure under Federal or state law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

COUNTY OF LOS ANGELES - AUDITOR/CONTROLLER, TAX DIVISION CITY REMITTANCE ADVICE SUMMARY

F/Y 2015-2016

DATE OF REMITTANCE: July 20, 2016

			2015-2016	2015-2016
			PROPERTY	SECURED
ACCT.#	DESCRIPTION	TYPE	TAX	3RD
			REVENUE	PAID
		1%		
189.78	189.78 PACIFIC PALI BID	D/S	340.32	340.32
		AIR		•
		7	340.32	340.32

HOLLY L. WOLCOTT CITY CLERK

SHANNON D. HOPPES **EXECUTIVE OFFICER**

City of Los Angeles **CALIFORNIA**



OFFICE OF THE CITY CLERK

Neighborhood and Business Improvement District Division 200 N. Spring Street, Room 224 Los Angeles, CA 90012 (213) 978-1099 FAX: (213) 978-1130

> MIRANDA PASTER **DIVISION MANAGER**

> > clerk.lacity.org

FACSIMILE TRANSMISSION COVER SHEET

DATE:

9/20/16

TO:

Laurie Sale, Executive Director

FAX NO. (310) 454-5797

FROM:

Edwin Hartoonian, Accounts Payable

SUBJECT:

BUSINESS IMPROVEMENT DISTRICT FUNDING

Number of pages, including this cover sheet Sent from fax number: (213) 978-1130

To request a retransmission, please call: (213) 978-1099

District Name: PACIFIC PALISADES

Account No.:

18978

County Remittance rec'd on 8/23/16

1,005.12

Available for Reimbursement

\$1,005.12

PRIVACY NOTICE

This message is intended for the use of the individual or entity to which it is addressed and may contain material that is privileged, confidential or exempt from disclosure under Federal or state law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

COUNTY OF LOS ANGELES - AUDITOR/CONTROLLER, TAX DIVISION CITY REMITTANCE ADVICE SUMMARY

F/Y 2016-2017

DATE OF REMITTANCE: August 19, 2016

			2015-2016	2015-2016
			PROPERTY	SECURED
ACCT.#	DESCRIPTION	TYPE	TAX	FINAL
			REVENUE	PAID
		1%		
189.78	189.78 PACIFIC PALI BID	S/O	1,005.12	1,005.12
		AIR	•	
		T	1,005.12	1,005.12

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK, COUNCIL/PUBLIC SERVICES DIVISION ROOM 395, CITY HALL DATE: 12/21/15

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): CITY CLERK	
CONTACT PERSON: RICK SCOTT	PHONE: 213-978-1121
CONTRACT NO.: <u>C-126902</u>	COUNCIL FILE NO.: 15-0460
ADOPTED BY COUNCIL: 06/24/2015 DATE DATE DATE	NEW CONTRACT X AMENDED AND RESTATED ADDENDUM NO SUPPLEMENTAL NO CHANGE ORDER NO AMENDMENT
CONTRACTOR NAME: Pacific Palisades Busin	ess Improvement District, Inc.
TERM OF CONTRACT: 01/01/2016	THROUGH:
FOTAL AMOUNT:	
PURPOSE OF CONTRACT: Administration of the Pacific Palisades Business	
serim iou adon of the Facilic Palisages Business	Improvement District

AGREEMENT TO ADMINISTER THE PROPERTY-BASED BUSINESS IMPROVEMENT DISTRICT

AGREEMENT NO. 0-126902

This Agreement ("Agreement") is entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and the PACIFIC PALISADES BUSINESS IMPROVEMENT DISTRICT, INCORPORATED, a California nonprofit corporation ("Corporation"), acting as the Owners Association pursuant to Section 36651 of the California Streets and Highways Code, for the administration of the Pacific Palisades Business Improvement District, for the purpose of conveying special benefits to parcels assessed as part of the Pacific Palisades Business Improvement District, with reference to the following facts:

RECITALS

- A. On June 24, 2015, the Los Angeles City Council ("City Council"), acting pursuant to the Property and Business Improvement Act of 1994, Sections 36600, et seq., of the California Streets and Highways Code ("Act"), adopted City Ordinance No. 183740 ("Ordinance"), which established the Pacific Palisades Business Improvement District ("District") and levied assessments on the parcels of real property within the District. (Council File No. 15-0460)
- B. The Assessments levied and collected by City shall be used only for the purposes set forth in said Ordinance, which incorporates by reference the Management District Plan, except for any City costs or expenses, which are charged to the District by City for administration of the District program.
- C. The services and activities to be performed by Corporation are of a supplemental nature, such that were it not for the establishment of the District, the supplemental services could not or would not be performed by City or by City employees, and such that the interests of City are better served by an agreement with the Corporation than by the performance or attempted performance of such supplemental services and activities by City.
- D. City currently intends that the level of services presently being provided by City in the area within the District ("baseline service level") will not be affected by the establishment of the District or the levying of assessments.
- E. The City Council has authorized the Los Angeles City Clerk ("City Clerk"), as Business Improvement District Program Coordinator, and subject to approval by the Los Angeles City Attorney, to execute and administer this Agreement for administration of the District program.
- F. Subsequent to adoption of said Ordinance by the Los Angeles City Council, and prior to the execution of this Agreement, Corporation has commenced tasks associated with this Agreement including, but not limited to, the purchase of insurance as required in Section 8.1, herein.

NOW, THEREFORE, City and Corporation in consideration of the recitals, mutual promises, covenants, agreements and representations set forth below, hereby promise, covenant, agree and represent as follows:

SECTION 1. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall be from January 1, 2016 to and including December 31, 2020, unless amended by mutual agreement of both parties through a

49

SECTION 2. CORPORATION RESPONSIBILITIES

- 2.1. PROGRAM IMPLEMENTATION AND OPERATION. Corporation shall be fully responsible for developing, implementing, directing, and operating the District programs, improvements or activities as described in the Management District Plan set forth in Attachment 1, attached hereto and incorporated fully by reference. Corporation understands and expressly agrees that it will comply with all applicable laws and regulations and maintain its non-profit status for the duration of this agreement.
- 2.2. PROGRAM AND BUDGET REPORTS. Corporation shall prepare and submit to the City Clerk quarterly activity reports and a planning report for each year for which Assessments are to be levied and collected by City. Corporation shall submit to the City Clerk various District program plans and reports, including the following:
 - A. Planning Reports. Corporation shall prepare and submit to the City Clerk a Planning Report for each fiscal year for which Assessments are to be levied and collected. The Planning Report shall be prepared in accordance with Section 36650 of the Act and shall contain all items required by said Section. The first Planning Report shall be submitted by November 1, 2016 and by November 1 of each subsequent fiscal year of District operations for which assessments are to be levied and collected. The District's "fiscal year" shall be from January 1 to and including December 31. These reports are subject to review, approval and or modification by the City Council.
 - B. Quarterly Activity Reports. Corporation shall submit quarterly activity reports. The report for January, February and March of each District operating year shall be submitted by April 30 of the subject year; the report for April, May and June by July 31 of the subject year; the report for July, August and September by October 31 of the subject year; and the report for October, November and December by January 31 of the subsequent year. The Quarterly Activity reports shall describe the status and progress of the various District programs, improvements and activities as described and referenced in the Management District Plan and subsequent Planning Reports. The Quarterly Activity Report shall be written in narrative summary form and include summary statistical and financial data.
- 2.3. FINANCIAL STATEMENTS. For each fiscal year, Corporation shall submit to the City Clerk a full disclosure financial statement covering the fiscal year with a Certified Public Accountant's review report. Corporation shall include with its financial statement a report of Corporation's activities, including but not limited to those activities listed in the Planning Report for that fiscal year. The first financial statement shall be submitted to the City Clerk by May 1, 2017, and by May 1 of each subsequent fiscal year.
- 2.4. PROGRAM COORDINATION. Corporation shall render services in accordance with the Management District Plan and the terms of this Agreement, and shall cooperate with the City Clerk in the execution of the Management District Plan and this Agreement.
- 2.5. SUPPORT SERVICES. Corporation assumes responsibility for the contracting for support services as required, and paying for all such direct and indirect expenses as may be necessary for the timely completion of work. Any obligations or expenditures for items not budgeted shall not be paid through assessments collected for the District. In administering subcontracts as necessary for providing District programs, improvements or activities, Corporation shall comply with all applicable State, County and City laws and regulations.



- 2.6. LIAISON WITH COMMUNITY. Corporation shall maintain an ongoing liaison relationship with the community. Corporation's responsibilities encompass the following areas:
 - A. Public Meetings. Corporation shall organize and conduct, at a minimum, one annual public meeting to be noticed in writing by Corporation to all assessed property owners in the District. This meeting will be conducted at a location within the District, in order to allow the property owners to meet other District members as well as to familiarize themselves with Corporation, its functions and its officers. At these meetings District members shall have the opportunity to express to Corporation their desires and concerns relating to the District.
 - B. Newsletters. Corporation shall prepare a District newsletter to be produced on a quarterly basis, at a minimum, and shall distribute this newsletter to all assessed property owners in the District. Corporation may, at Corporation's option, provide the newsletter by standard mail or electronic transmission. The newsletter will be designed to facilitate and maximize the exchange of information between Corporation, City, and the members of the District. Each issue of the newsletter shall be submitted in duplicate to the City Clerk for reference.
 - C. Other Events. Corporation shall organize at their discretion other events and activities that involve District members and further the goals and objectives described in the Management District Plan.
- 2.7. BUDGET. Each program, improvement or activity specified in the Management District Plan, and as described in section 36622 of the Act, or the Planning Report, shall be implemented by Corporation. Corporation and City agree that amounts shown in the Management District Plan or the Planning Reports were the best estimates of the cost of those programs, improvements or activities at the time those estimates were made. Deviations from those estimates may be anticipated. City and Corporation also agree that the programs, improvements and activities may not be completed within the year budgeted, given normal delays that can be expected in these types of programs. Corporation will use its best efforts to implement and complete all programs, improvements and activities specified in the Management District Plan. If Corporation decides to make any changes to the Management District Plan, Corporation will request City Council authorization to make said modifications pursuant to Sections 36635 and 36636 of the Act. In no event may Corporation spend more than the total amount budgeted in the Management District Plan for any given year, including delinquent payments, interest income, and rollover funds, without City Clerk or City Council approval.
- 2.8. ASSESSMENT RECORDS. Corporation shall maintain a complete database or other comprehensive listing, current to the most recent property tax year available, containing the following information: the Assessor Parcel Number and situs address of all parcels in the District; the name and address of the legal owner of each parcel; the amount of Assessment levied upon each parcel; the proportionate financial obligation of the Assessment levied upon each parcel, in relation to the entire District Assessment; and, the Assessment calculations for each parcel, including all variables used in the calculation of the Assessment. Said database shall be updated at least once each year during District operations to reflect changed conditions such as parcel consolidation and to accurately reflect the status of the assessed individual parcels as provided in the Management District Plan. The City Clerk may, at the City Clerk's discretion, provide assistance in compiling or correcting assessment data or information relative to properties in the District; however, the City Clerk shall in no way be obligated to prepare, produce or correct such data or information. Corporation agrees to make such District data available at the Corporation's office for inspection by property owners in the

672

District during regular business hours.

2.9. ANNUAL ASSESSMENT PREPARATION. Beginning June 1, 2016, and by June 1 of each subsequent fiscal year, Corporation shall supply the City Clerk with Assessment data for placement on the Los Angeles County Assessor tax roll for the subsequent tax year, in a format to be prescribed by the City Clerk. The Assessment data shall include the following: Assessor Parcel Numbers of all parcels in the District; the amount of Assessment to be levied upon each parcel; exemption documentation acceptable to the City Clerk, the Assessment calculations for each parcel, including all variables used in the determination of the Assessment, and other information which the City Clerk may require. Any corrections or adjustments to the annual assessment transmittal, as well as the accuracy of any such corrections or adjustments, shall be the responsibility of Corporation. Upon request of the City Clerk, Corporation hereby agrees to promptly complete a written request for an investigation of discrepancies and make all reasonable efforts to obtain additional related documentation. If City agrees, any errors caused by City in transmitting or calculating Corporation supplied data will result in an immediate correction and re-transmission by City.

SECTION 3. CITY RESPONSIBILITIES

The City Clerk may assist with the resolution of any discrepancies in individual Assessment amounts, calculations or benefits. The City Clerk reserves the right to:

- Make reasonable efforts to effect the timely collection of the annual assessment, including City assessments and direct billed assessments;
- B. Make reasonable efforts to pursue delinquent assessments and remit such assessments to Corporation, including interest and penalties subject to City's right to recover costs for pursuing such assessments;
- Maintain a continual liaison with Corporation, including assisting with the coordination of services from various other City departments, bureaus, and agencies;
- D. Conduct reviews of existing primary data; verify Assessment data as compiled by any consultant or subcontractor hired by Corporation; perform field or site inspections to verify the accuracy of existing or secondary data, or to substantiate a claim made by a property owner subject to assessment in the District, with the cooperation of Corporation; maintain confidentiality of certain City records as City deems appropriate;
- E. Direct the Corporation to recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- F. Recalculate the Assessment amount due and direct the Los Angeles County Auditor-Controller to respond appropriately, or make such other arrangements with Corporation and the property owner to resolve the incorrect assessment;
- G. Any of the actions by the City Clerk mentioned in this Section may require a written request from Corporation to conduct the investigation; additional related documentation, such as a written request from the affected property owner, may also be required. All City Clerk costs associated with such supplemental investigations may be recovered from the District Assessments collected, subject to existing or future City

85

policies and procedures regarding recoverable costs and expenses. Such costs will be in addition to those costs set forth in Sections 6.1 through 6.4 of this Agreement.

SECTION 4. AVAILABILITY OF DOCUMENTS

The designs, plans, reports, files, invoices, investigations, materials, and documents prepared or acquired by or for Corporation pursuant to this Agreement (including any duplicate copies) shall be made fully available to City by Corporation. Corporation agrees to exercise reasonable and due diligence in providing for the secure storage of all such materials and to provide copies for official City records upon request from the City Clerk.

SECTION 5. DISBURSEMENTS

- 5.1. Based upon the annual assessments as listed in the Management District Plan or Planning Reports, and with the exception of recoverable City costs and net of any County charges or supplemental City service fees, loans or advances, City shall disburse to Corporation the actual revenues received from District assessments. Assessment revenues shall be disbursed to the Corporation by City periodically throughout each year as close to the time City receives such revenues from the County.
- The City Clerk will notify Corporation of the amount of funds available within twenty (20) business days of the date of receipt of a transmittal of funds to City from the County of Los Angeles, or the receipt of funds through the direct billing by City of public agencies or other entities. Corporation will deliver an invoice to the City Clerk requesting such funds. The City Clerk agrees to pay Corporation the amount due Corporation within twenty (20) business days of receiving said invoice, subject to Corporation's compliance with Section 2 of this Agreement and except in the case of circumstances beyond the control of the City Clerk. City shall not be responsible for delays in disbursements to Corporation due to delays in funds transmittals by County or payment delays by other public entities, organizations or agencies.
- 5.3. The City Clerk will notify Corporation of the amount of delinquent assessments and penalties, if any, that have been collected and are available to Corporation for the improvements and activities. Corporation will invoice City for the amount of delinquent assessments. The City Clerk agrees to pay Corporation the amount due to Corporation within ten (10) business days of receiving the invoice for the delinquent assessments that have been recovered, subject to Corporation's compliance with its responsibilities under provisions of this Agreement and except in the case of circumstances beyond the control of the City Clerk. The City Clerk will so notify Corporation of these assessments when the amounts collected exceed five hundred dollars (\$500).
- 5.4. The City Clerk may withhold either all or some portion of the actual revenues received from assessments, if the City Clerk finds that Corporation is not properly administering the budget in accordance with the Ordinance, Planning Report, and Subsections 2.2, 2.3, 2.6 (A) & (B), 2.8 (insofar as it requires Corporation to create a budget and expend funds pursuant to this Agreement, the Management District Plan, and the Planning Report, and in compliance with the Act). The City Clerk will notify Corporation and set forth the specific problems and issues relative to the Corporation's failure to properly implement the improvements and activities stated in Section 2 of this Agreement, the Ordinance, Management District Plan, and Planning Report. The City Clerk and Corporation will immediately attempt to cure the problems if, at the City Clerk's discretion, a cure is appropriate. Funds will be released upon the implementation of an acceptable cure, subject to the approval of the City Clerk and possible modification of the disbursement schedule. This does not alter or diminish in any way City's right to proceed in a



- manner consistent with California Streets and Highways Code, Section 36670 or other applicable law, or to invoke other appropriate remedies, including termination of this agreement.
- 5.5. If the Corporation is dissolved, dissolves itself, or no longer has non-profit status, prior to or upon the expiration of this Agreement, any unexpended monies will be immediately transmitted to City for distribution as described in Section 10 of this Agreement. Corporation will immediately notify the City Clerk of any such change in corporation status.

SECTION 6. COSTS AND EXPENSES

- 6.1. RECOVERABLE COSTS. The recoverable City costs associated with the District's billing, account maintenance, program and report reviews as well as liaison activities, assistance to the Corporation and general administration, will be reimbursed to City. City shall deduct recoverable City costs from the District's special fund. Such costs may be withheld by the City Clerk prior to making any distribution of funds to Corporation.
 - A. The recoverable City costs are reimbursable from the assessment revenues each year of the District's operation. The reimbursable direct costs and expenses include salaries, general expenses and the District's share of required program equipment costs. The recoverable City costs are three percent (3%) of the total annual assessments, plus an additional one percent (1%) for departmental costs associated with the direct billing of BID stakeholders, if applicable. For the first fiscal year estimated recoverable costs will be \$4,260.00.
 - B. The amounts and categories of allowable recoverable or reimbursable City costs are subject to existing or future City policies and procedures regarding recoverable costs and expenses, and remain subject to review and action by the City Council. In no event will a change in policies or procedures be imposed on the Corporation during a current fiscal year, such that the charge would require additional funds to be paid to City. Any such change shall be made through a written amendment to this Agreement, consistent with Section 22 ("Amendment") below.
- 6.2. STANDARD CITY FEES. All standard City fees, including but not limited to, fees or service charges for reproduction or transmittal requests or for the generation of real property or business ownership lists, reports or specific documents, may be applied to requests by Corporation. Such fees are in addition to the estimated costs and fees in Sections 6.1, 6.3 and 6.4 of this Agreement.
- 6.3. SUPPLEMENTAL CITY FEES. Supplemental fees may be charged to Corporation by City to cover the additional costs incurred for specialized services, including but not limited to: researching and compiling data; preparing specialized types of reports specific to the needs of the Corporation; and performing site inspections as described in Section 3.2. of this Agreement. Corporation may request the performance of all such specialized services in writing. If City determines to proceed with said request, City shall notify the Corporation of any applicable fees prior to performing the specialized service requested. City may initiate such special services to resolve discrepancies or assessment benefit problems. City will notify Corporation thirty (30) days prior to initiating such services in order to allow the Corporation to resolve the need for such specialized services. If notice is not given but City does conduct specialized services, the cost of those specialized services will be borne by the City. Such fees shall be deducted from the Assessments collected or shall be paid in advance by the Corporation, at the City Clerk's discretion and are in addition to costs and fees set forth in

WSV

Sections 6.1, 6.2 and 6.4 of this Agreement.

6.4. LOS ANGELES COUNTY FEES. All fees and costs charged to City by the County of Los Angeles for processing or adjusting Assessments or Assessment data, including, but not limited to District report preparation fees, supplemental billing fees and technical, research or systems expenses, shall be deducted from Assessments collected. Such fees are in addition to the costs and fees shown in Sections 6.1 through 6.3 of this Agreement.

SECTION 7. RETENTION OF RECORDS, AUDIT AND REPORTS

- 7.1. In accordance with generally accepted accounting principles, Corporation shall maintain full and complete records of activities and services performed under this Agreement, in their original form. Such records shall be open to the inspection of City and City may audit such records. Corporation agrees to keep all such records on file in a secure location for a minimum of three (3) years subsequent to the expiration of this Agreement.
- 7.2. The records maintained by Corporation shall include, but shall not be limited to, all invoices and receipts for District related expenditures incurred and must include supporting documentation for the activities or programs described in the District budget or Management District Plan. City reserves the right to perform a contract compliance audit at least once annually. Corporation shall provide any records or reports requested by the City regarding performance of this Agreement. Corporation agrees to keep all receipts and other supporting documents available for inspection and as specified in Section 7.1 of this Agreement.

SECTION 8. INSURANCE

8.1. General Conditions

A. During the term of this Agreement and without limiting Corporation's indemnification of the City, Corporation shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Corporation but not less than the amounts and types listed on Form General 146 (Rev. 03/09) (attached hereto as Exhibit 1). Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the instructions set forth on Form General 133 (Rev. 03/09) (included in Exhibit 1) and with the conditions set forth on the applicable City Special Endorsement form(s), copies of which are included in Exhibit 1, and shall otherwise be in a form acceptable to the City Attorney. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interests May Appear, respectively, when such status is appropriate and available depending on the nature of the applicable coverages; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at the option of the insurer; and 3) be primary with respect to City's insurance Except when City is a named insured, Contractor's insurance is not expected to respond to claims, which may arise from the acts or omissions of the City.

8.2 <u>Modification of Coverage</u>

A. City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required hereunder by giving Corporation ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the Corporation due to market-wide unavailability of



coverage, City agrees to negotiate additional compensation proportional to the increased benefit to City.

8.3. Failure to Procure Insurance

- A. All required insurance must be submitted and approved by the City Attorney prior to the inception of any operations or tenancy by Corporation. The required coverages and limits are subject to availability on the open market at reasonable cost as determined by City. Non-availability or non-affordability must be documented by a letter from Corporation's insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.
- B. Within the foregoing constraints, Corporation's failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which City may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

8.4. Workers' Compensation

- A. By signing this Agreement, Corporation hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.
- B. A Waiver of Subrogation in favor of City will be required when work is performed on City premises under hazardous conditions.

SECTION 9. NOTICES

9.1. Notice to the parties shall, unless otherwise requested in writing, be sent in duplicate to:

City:

Miranda Paster, Acting Chief Administrative Services Division

Office of the City Clerk

200 North Spring Street, Room 224 Los Angeles, California 90012

Attn: Special Assessments Section

Phone (213) 978-1099 / Fax (213) 978-1130

Corporation:

Laurie Sale, Executive Director

Pacific Palisades Business Improvement District, Inc.

15233 La Cruz Drive

Pacific Palisades, California 90272

Phone (310) 365-5123 / Fax (310) 454-5797

SISI

9.2. Any notice, report, newsletter or other communication required or prepared pursuant to this Agreement shall be deemed to be properly transmitted when delivered via messenger or deposited in the United States mail for delivery to the parties listed above. Changes to the address of any of the parties may be accomplished for purposes of this Agreement by providing written notice of such change via the United States mail.

SECTION 10. REVENUES AND ASSETS OF THE DISTRICT

In the event the District is disestablished, expires, or otherwise terminates, or the Corporation ceases to be a non-profit corporation, all remaining revenue, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, shall be refunded in the manner described in Section 36671 of the Act.

SECTION 11. CONFLICT OF INTEREST

- 11.1. For the duration of this Agreement, Corporation and its employees or agents will not act in a manner which may create District-related conflict of interest. In particular, Corporation's Board of Directors and the District's Executive Director must disclose any material financial interest they have in any matter coming before them for decision. Any Board member, Executive Director or employee shall refrain from participating in the decision-making process relating to any matter in which they may have a material financial interest or conflict of interest.
- 11.2. Nothing in this Section prohibits or precludes Corporation's officers, members, directors, agents, or employees from providing or presenting to other interested parties or entities, information or assistance related to the District's establishment or operations, or to the establishment or operation of other proposed or existing districts throughout the City, where such information or assistance does not create a conflict of interest or disclose confidential information. However, Corporation may not provide those services discussed in Section 2 of this Agreement to any other BID unless the bylaws of both Corporations are amended to permit the provision of such services.
- 11.3. Corporation, in carrying out the improvements and activities as set forth in the Management District Plan or the Planning Reports, should encourage local businesses within the boundaries of the District and within the City of Los Angeles to submit proposals for those services needed by Corporation to implement the improvements and activities. Board Members of Corporation and the Executive Director of the District shall not be precluded from submitting proposals for these services.

SECTION 12. ASSIGNMENT

- 12.1. Corporation covenants and agrees that it will not assign or transfer its rights, including the right to payment, under this Agreement, either in whole or in part, without first obtaining the written consent of City, which consent may be granted or denied at the sole and absolute discretion of City.
- 12.2. Any attempt by Corporation to assign or transfer its rights or obligations without such prior written consent shall be null and void and may, at the option of City, automatically terminate this Agreement.

SECTION 13. GENERAL FUND NOT LIABLE

†3.1. Neither the General Fund of City, nor any other fund, revenue source or monies whatsoever of City, except for the actual collected District Assessment net revenue, shall be liable for

45

payment of any obligations arising from this Agreement. Said obligations are not a debt of City, nor a legal or equitable pledge, charge, lien, or encumbrance upon any of its property or upon its income, receipts or revenues.

13.2. This Agreement embodies all of Corporation's reimbursement rights and no further note or other document shall be required to be executed by City.

SECTION 14. CORPORATION NOT AGENT OF CITY

Neither Corporation or any of Corporation's employees, agents, representatives, or subcontractors are or shall be considered to be agents of City, nor shall Corporation be considered a legislative body, relative to the performance of Corporation's obligations under this Agreement or for any other purpose.

SECTION 15. TERMINATION

- 15.1. City may terminate this Agreement for City's convenience at any time by giving Corporation thirty (30) days written notice thereof. Upon receipt of said notice, Corporation shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. City shall pay Corporation its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Corporation to effect such termination. Thereafter, Corporation shall have no further claims against City under this Agreement.
- 15.2. City shall also have the right to suspend this Agreement immediately with written notice to the Corporation in the event City determines that misappropriation of funds, malfeasance, or other violations of law have occurred in connection with the management of the District. City retains the right to immediately commence disestablishment proceedings in accordance with Streets and Highways Code Section 36670, which states in pertinent part that "[a]ny district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council... [i]f the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment." Cal Sts & Hwy Code § 36670(a)(1). In addition, City may seek all other available appropriate remedies pursuant to law. Corporation will have 10 days to respond in writing to City's notice of suspension and begin a dispute resolution process.
- 15.3. Further notwithstanding the foregoing, if Corporation ceases to be a non-profit or if a federal or state proceeding for relief of debtors is undertaken by or against Corporation, or if Corporation makes an assignment for the benefit of creditors, then City may immediately terminate this Agreement.
- 15.4. In the event City terminates this Agreement as provided in this section, City may procure upon such terms and in such manner as City may deem appropriate, services similar in scope and level of effort to those terminated, and Corporation shall be liable to City for all its costs and damages, including, but not limited to, any excess costs for such services.
- 15.5. All documents and materials produced or procured by Corporation pursuant to its performance under this Agreement, including the Management District Plan, the Ordinance, or the Act shall become City property upon date of such termination.
- 15.6. The rights and remedies of this Agreement are not exclusive and are in addition to any other

195V

rights or remedies provided by law or under this Agreement.

SECTION 16. BROWN ACT AND PUBLIC RECORDS ACT

- 16.1. The Board of Directors of Corporation is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose.
- 16.2. Notwithstanding Section 16.1 above, the Board of Directors of Corporation, when hearing, discussing, deliberating, and taking actions on matters within the subject matter of the District or that are covered under this Agreement, will comply with the provisions of the Ralph M. Brown Act (Chapter 9, commencing with Section 54950 of Part 1 of Division 2 of Title 5 of the Government Code).
- 16.3. Notwithstanding Section 16.1 above, Corporation and the Board of Directors are also subject to and must comply with the California Public Records Act (Chapter 3.5, commencing with Section 6250 of Division 7 of Title 1 of the Government Code).

SECTION 17. SEVERABILITY

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

SECTION 18. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Corporation. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

SECTION 19. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California. Corporation shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

SECTION 20. TIME OF EFFECTIVENESS

Unless otherwise provided, this Agreement shall take effect when all of the following events have occurred:

- This Agreement has been signed on behalf of the Corporation by the person or A. persons authorized to bind the Corporation hereto:
- This Agreement has been approved by the City's Council or by the board, officer or B. employee authorized to give such approval; 892

- C. The Office of the City Attorney has indicated in writing its approval of this Agreement as to form;
- D. This Agreement has been signed on behalf of the City by the person designated to so sign by the City's Council or by the board, officer or employee authorized to enter into this Agreement.

SECTION 21. INTEGRATED CONTRACT

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in Section 22 hereof.

SECTION 22. AMENDMENT

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

SECTION 23. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

SECTION 24. WAIVER

A waiver of a default of any part, term or provision of this Agreement shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

SECTION 25. INDEPENDENT CONTRACTOR

The Corporation is acting hereunder as an independent contractor and not as an agent or employee of the City. The Corporation shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

SECTION 26. PERMITS

The Corporation and its officers, agents and employees shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Corporation's performance hereunder and shall pay any fees required therefore. Corporation certifies to immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.



SECTION 27. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Corporation shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Corporation shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. The Corporation shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. The Corporation shall also comply with all rules, regulations, and policies of the City's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the Corporation relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph. Failure of the Corporation to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the Corporation to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Corporation's Agreement with the City.

SECTION 28. <u>CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED</u>

The Corporation represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the Corporation shall maintain, or obtain as necessary, all such Certificates required of it under said ordinance and shall not allow any such Certificate to be revoked or suspended.

SECTION 29. BONDS

Duplicate copies of all bonds which may be required hereunder shall conform to City requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.5.

SECTION 30. INDEMNIFICATION

- 30.1 INDEMNIFICATION OF CORPORATION BY CITY. City undertakes and agrees to defend, indemnify, and hold harmless Corporation and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising from the active negligence or willful misconduct incident to the performance of this Agreement by the City or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.
- 30.2 INDEMNIFICATION OF CITY BY CORPORATION. Corporation undertakes and agrees to defend, indemnify, and hold harmless City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of

Q5

litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Corporation's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner incident to the performance of this Agreement by the Corporation or its subcontractors of any tier. The provisions of this paragraph survive expiration or termination of this Agreement.

SECTION 31. AMERICANS WITH DISABILITIES ACT

Corporation hereby certifies that it will comply with the Americans with Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Corporation will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Corporation will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by Corporation, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

SECTION 32. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires Corporation to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Corporation's fitness and ability to continue performing the Agreement. In accordance with the provisions of this Ordinance, by signing this Agreement, Corporation pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Agreement, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The Corporation further agrees to: 1) notify the awarding authority within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Corporation is not in compliance with all applicable federal, state and local laws in performance of this Agreement; 2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Corporation has violated the provisions of Section 10.40.3(a) of the Ordinance, 3) ensure that its subcontractor(s), as defined in the Ordinance, submit a Pledge of Compliance to awarding authorities; and 4) ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

SECTION 33. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. Corporation certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

45V

SECTION 34. WARRANTY AND RESPONSIBILITY OF CORPORATION

Corporation warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Corporation's profession, doing the same or similar work under the same or similar circumstances.

SECTION 35. SIGNATURE AUTHORITY

1

١

The City Clerk of the City of Los Angeles and the Chairman of the Board, President, or Vice President and Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer of Corporation declare that they are authorized to execute this Agreement on behalf of City and Corporation.

SECTION 36. STANDARD PROVISIONS FOR CITY CONTRACTS

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 03/09), attached hereto as Appendix A and made a part hereof. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by the Standard Provisions for City Contracts (Appendix A).

(Signature page follows)



IN WITNESS WHEREOF, this Agreement is duly executed by THE CITY OF LOS ANGELES and the PACIFIC PALISADES BUSINESS IMPROVEMENT DISTRICT, INCORPORATED for administration of the Pacific Palisades Business Improvement District on behalf of the parties to this Agreement.

CITY: CITY OF LOS ANGELES, a municipal corporation acting by and through its Office of the City Clerk	CORPORATION: PACIFIC PALISADES BUSINESS IMPROVEMENT DISTRICT INCORPORATED, a California non-profit corporation
By: HOLLY L. WOLCOTT City Clerk	By: ELLIOT ZORENSKY Its: President
Date: 12 (21) 2015	Date: 9/30/15
	By: LELAND -LEE FORD Its: Vice-President
	Date:
APPROVED AS TO FORM: MICHAEL N. FEURER, City Attorney	ATTESTATION: HOLLY L. WOLCOTT, City Clerk
By: Deputy City Attorney	By: Muhaef Valadina Deputy
Date: 10-23-15	Date: 12/21/15
Council File No. 15-0460	C-126902



DATE: February 9, 2016

TO:

Administrative Services Division

Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

INVOICE NO:

2016 - 1

DESCRIPTION: As outlined I Section 5, Disbursements, of the agreement between the City of Los Angeles and the Pacific Palisades BID Management Corporation (PP BID dated January 1, 2016, we are requesting payment of assessment funds in the amount of \$45,489.69 for the period of January 1, 2016 through December 31, 2020

Agency Account Number: 18978

County Remittance received on: 12/22/15 - \$49,704.98

2016 Recovery Cost: -\$4215.29 Net Installment Due \$45,489.69

I certify that payment requested will be expended in accordance with the provisions of the contract agreement 13000 and as outlined in the District Management Plan.

Expense Categories for 2016 include:

Clean and Beautiful

Communications and Marketing \$2 Management/Slow Pay/City Fees \$3

Total Budget for 2016

\$92,000 \$20,000

\$30,000

\$142,000

I certify that I represent of 501c Pacific Palisades Business Improvement District and I am authorized to make this request on behalf of the organization.

Laurie Sale Executive Director

REMIT TO:

The payment method is electronic fund transfer and City of Los Angeles has the banking

information

CC: Accounts Payable

Special Assessments Section Administrative Services Office of the City Clerk Room 224, City Hall 200 N. Spring St. Los Angeles, CA 90012

City of Los Angeles Request for Waiver

Workers' Compensation Insurance Requirement

Business	
Legal Name:	Pacific Palisades Business Improvement District
Address:	P.O. Box 1792
	Pacific Palisades CA 90272
Legal Form	Sole ProprietorLimited PartnershipGeneral Partnership CorporationBusiness TrustLimited Liability CompanyOther:
Contact Person	n (Name and Telephone): Elliot Zorensky / 424-256-5733
City Referen	nce
City Agency	City Clerk Contact Name/Telephone Rick Scott / 213-978-1121
Document Ref	Ference: Pacific Palisades BID (bid, contract, job no., location, etc.) Any work performed on City Premises? Yes No
Nature of work	to be performed for City: BID Administration
Declaration:	
further warrant the Compensation of applicable laws a further agree to compositions to comp	the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, reprincipals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. I hat I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's overage for any employees of the above mentioned business. I agree to comply with the code requirements and all other and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I hold the City of Los Angeles harmless form loss or liability which may arise from the failure of the above-mentioned only with any such laws or regulations. I therefore request that the City of Los Angeles waive its requirement for evidence of insation insurance in connection with the above-referenced work.
Signature	Risk Management Approval:
Owner, Office	er, Director, Partnership or other Principal
	Title
11/18	8/16

Date

PBID Reporting Requirements (Due Dates)

January 31st: 4th quarter report and newsletter (covers October 1st through December 31st of previous year)

April 30th: 1st quarter report and newsletter (covers January 1st through March 31st)

May 1st: Financial Statement (covers January 1st through December 31st of previous year)

June 1st: Assessment data for coming year

July 31st: 2nd quarter report and newsletter

(covers April 1st through June 30th)

October 31st: 3rd quarter report and newsletter (covers July 1st through September 30th)

November 1st: Annual Planning Report (covers January 31st through December 31st of coming year)



October 23, 2012

June Lagmay City Clerk Office of the City Clerk 200 North Spring Street Room 224 Los Angeles, CA 90012

RE: 3rd Quarter Report – July 1, 2012 – September 30, 2012

Dear Ms. Lagmay,

On behalf of the Board, I would like to present the third quarter report and financial expenditures as required by the Administration Agreement between the City of Los Angeles and the BID management company for the City Business Improvement District.

3rd QUARTER ACTIVITIES

- 1) Security: For this quarter, the BID continued with an armed bike patrol which provided 24 hour patrols of security 7 days a week. Reports were made of patrol findings on a daily basis on the District website and a quarterly report provided a summary which was added to the quarterly newsletter mailed to all stakeholders in the District. To date, from January 2012 to September 2012, the armed security/bike patrol has assisted the LAPD in making 300 arrests for various crimes/occurrences throughout the BID. The security also aides maintenance in reporting graffiti and other issues needing attention in the district.
- 2) Maintenance: The maintenance for this quarter resulted in gardening of the medians five times between July and September. Additional plants were donated to the BID and added to the medians during the Labor Day weekend holiday. The sidewalks were swept each morning before the begin of the business day (crews were dispatched between 5am and 6 am each morning), and the street crews have collected over 200 bags of debris during this quarter alone. Sidewalks were pressure-washed twice each month every other week, during the early morning on Saturdays. Bus benches and other street furniture were cleaned by a street crew on the last Saturday of each month. Additionally, crews were sent out each week to identify and remove graffiti, and were sent out immediately after a report was made.
- 3) Marketing: Maintenance of the website continued and development of new website functions is still being explored. The District placed an ongoing weekly ad in the LA Weekly magazine and a Radio Ad airs once a week as a sponsor of KCRW, 89.9 FM. A survey is being utilized by some business owners for new

customers, and BID advertising is a question on the survey. The BID is very eager for survey results.

- 4) **Administration**: The District is beginning efforts of renewal and is looking into hiring a new Certified Public Account to create the Financial Statement which is required by May.
- 5) **Contingency**: The contingency amounts used this quarter were used for supplementing the marketing aspects of the weekly advertisements.

3rd QUARTER FINANCIALS

Budget Category	Annual Budget	3 rd Quarter Amount Spent	Y-T-D Amount Spent	Projected 4th Qtr Spending
Security	\$ 250,000	\$ 60,000	\$ 188,000	\$ 62,000
Maintenance	\$ 250,000	\$ 62,000	\$ 189,000	\$ 61,000
Marketing	\$ 250,000	\$ 59,000	\$ 208,000	\$ 42,000
Administration	\$ 150,000	\$ 37,500	\$ 112,500	\$ 37,500
Contingency	\$ 100,000	\$ 20,000	\$ 50,000	\$ 10,000
TOTAL	\$1,000,000	\$ 238,500	\$ 747,500	\$ 212,500

Please ask me if you have any questions.

Sincerely,

John Doe Smith, President The City BID Advisory Board HOLLY L. WOLCOTT CITY CLERK

SHANNON D. HOPPES **EXECUTIVE OFFICER**

City of Los Angeles **CALIFORNIA**



OFFICE OF THE CITY CLERK

Neighborhood and Business Improvement District Division 200 N. Spring Street, Room 224 Los Angeles, CA 90012 (213) 978-1099 FAX: (213) 978-1130

> MIRANDA PASTER **DIVISION MANAGER**

> > clerk.lacity.org

FACSIMILE TRANSMISSION COVER SHEET

DATE:

9/20/16

TO:

Laurie Sale, Executive Director

FAX NO. (310) 454-5797

FROM:

Edwin Hartoonian, Accounts Payable

SUBJECT:

BUSINESS IMPROVEMENT DISTRICT FUNDING

Number of pages, including this cover sheet

Sent from fax number: (213) 978-1130

To request a retransmission, please call: (213) 978-1099

District Name: PACIFIC PALISADES

Account No.:

18978

County Remittance rec'd on 8/23/16

1,005.12

Available for Reimbursement

\$1,005.12

PRIVACY NOTICE

This message is intended for the use of the individual or entity to which it is addressed and may contain material that is privileged, confidential or exempt from disclosure under Federal or state law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited.

COUNTY OF LOS ANGELES - AUDITOR/CONTROLLER, TAX DIVISION CITY REMITTANCE ADVICE SUMMARY

F/Y 2016-2017

DATE OF REMITTANCE: August 19, 2016

,			2015-2016	2015-2016
			PROPERTY	SECURED
ACCT.#	DESCRIPTION	TYPE	TAX	FINAL
			REVENUE	PAID
		1%		•
189.78	189.78 PACIFIC PALI BID	D/S	1,005.12	1,005.12
		AIR	•	
		TL	1,005.12	1,005.12

City of Los Angeles Request for Waiver

Workers' Compensation Insurance Requirement

Business
Legal Name: Pacific Palisades Business Improvement District
Address: P.O. Box 1792
Pacific Palisades CA 90272
Legal Form Sole Proprietor Limited Partnership General Partnership Corporation
Business Trust Limited Liability Company Other:
Contact Person (Name and Telephone): Elliot Zorensky / 424-256-5733
City Reference
City Agency City Clerk Contact Name/Telephone Rick Scott / 213-978-1121
Document Reference: Pacific Palisades BID (bid, contract, job no., location, etc.) Any work performed on City Premises? Yes X No.
Nature of work to be performed for City: BID Administration
Declaration:
With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. Further agree to hold the City of Los Angeles harmless form loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the City of Los Angeles waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.
Signature Risk Management Approval: Owner, Officer, Director, Partnership or other Principal
PRESIDENT
Title

Date